Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/17 Page 1 of 195

1	Alan R. Plutzik (State Bar No. 77785) Daniel E. Birkhaeuser (State Bar No. 136646)	
2	BRAMSON, PLUTZIK, MAHLER & BIRKH	AEUSER LLP
3	2125 Oak Grove Road Walnut Creek, CA 94598	
4	Telephone: (925) 945-0200	
5	Facsimile: (925) 945-8792 aplutzik@bramsonplutzik.com	
6	dbirkhaeuser@bramsonplutzik.com	
7	Mark P. Kindall (State Bar No. 138703)	
8	Robert A. Izard (admitted <i>pro hac vice</i>) IZARD, KINDALL & RAABE, LLP	
	29 South Main Street, Suite 305	
9	West Hartford, CT 06107	
10	Telephone: (860) 493-6292 Facsimile: (860) 493-6290	
11	mkindall@izardnobel.com	
	rizard@izardnobel.com	
12 13	Attorneys for Indirect Purchaser Plaintiffs	
14	UNITED STATE	S DISTRICT COURT
		1 1 0 1
15	NORTHERN DIST	RICT OF CALIFORNIA
15 16		
		RICT OF CALIFORNIA
16 17	SAN FRANC	RICT OF CALIFORNIA
16		CISCO DIVISION Case No. 3:13-cv-04115-WHO
16 17 18 19	SAN FRANCIN IN RE KOREAN RAMEN ANTITRUST	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E.
16 17 18 19 20	SAN FRANCIN IN RE KOREAN RAMEN ANTITRUST	CISCO DIVISION Case No. 3:13-cv-04115-WHO
16 17 18 19	SAN FRANCIN IN RE KOREAN RAMEN ANTITRUST	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO
16 17 18 19 20	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21	IN RE KOREAN RAMEN ANTITRUST LITIGATION	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21 22 23	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21 22 23 24	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21 22 23 24 25	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21 22 23 24 25 26	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN
16 17 18 19 20 21 22 23 24 25	IN RE KOREAN RAMEN ANTITRUST LITIGATION This Document Relates to:	CISCO DIVISION Case No. 3:13-cv-04115-WHO DECLARATION OF DANIEL E. BIRKHAEUSER IN OPPOSITION TO OTTOGI DEFENDANTS' MOTIONS IN

I, Daniel E. Birkhaeuser, declare as follows:

I am a partner in the law firm of Bramson, Plutzik, Mahler, & Birkhaeuser, LLP, counsel for the Indirect-Purchaser Plaintiffs ("IPPs") in this matter. I submit this declaration in opposition to the Ottogi defendants' motions in limine. I have personal knowledge of the matters set forth herein and, if called as a witness, I would testify thereto.

- 1. Attached hereto as Exhibit A are true copies of relevant pages of the deposition of Il-Nyum Kim dated April 26, 2016.
- 2. Attached hereto as Exhibit B are true copies of relevant pages of the deposition of Ki-Soo Kim dated April 18, 2016.
- 3. Attached hereto as Exhibit C are true copies of relevant pages of the deposition of Hyun-Gyoon Choi dated February 18, 2016.
- 4. Attached hereto as Exhibit D are true copies of relevant pages of the deposition of Min Sang Chan dated March 28, 2016.
- 5. Attached hereto as Exhibit E are true copies of relevant pages of the deposition of Joong-Rak Lee dated March 29, 2016.
- 6. Attached hereto as Exhibit F are true copies of relevant pages of the deposition of Sung-Soo Park dated April 27, 2016.
- 7. Attached hereto as Exhibit G is a true copy of the Third Amended Cross-Complaint in *Ottogi America, Inc. v. Stephan Y. Kang, et al.*, Los Angeles Superior Court Case No. YC 070 067.
- 8. Attached hereto as Exhibit H are true copies of relevant pages of the deposition of Se Chang Lee dated April 5, 2016.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 22, 2017 at Walnut Creek, California.

DANIEL E. BIRKHAEUSER BRAMSON, PLUTZIK, MAHLER & **BIRKHAEUSER LLP** 2125 Oak Grove Road Walnut Creek, CA 94598 Telephone: (925) 945-0200 Facsimile: (925) 945-8792 dbirkhaeuser@bramsonplutzik.com

EXHIBIT

 \mathbf{A}

		Page 1
1		
2	UNITED STATES DISTRICT COURT	
	NORTHERN DISTRICT OF CALIFORNIA	
3	SAN FRANCISCO DIVISION	
4	Case No. 3:13-cv-04115-WHO	
5	IN RE KOREAN RAMEN ANTITRUST	
	LITIGATION	
6		
7	THIS DOCUMENT RELATES TO	
	ALL ACTIONS	
8		
9		
	April 26, 2016	
10	9:04 a.m.	
11		
12	**** HIGHLY CONFIDENTIAL ****	
13	**** ATTORNEYS' EYES ONLY ****	
14		
15		
16	Videotaped deposition	of
17	IL NYUN KIM, taken by Plaintiffs, p	ursuant
18	to Notice, held at the offices of V	ertex,
19	S Tower, 82 Saermoonanro, Seoul, Ko	rea,
20	before Sharon Lengel, a Registered	
21	Professional Reporter, Certified Re	altime
22	Reporter, and Notary Public.	
23		
24		
25		

```
Page 111
 1
    KIM - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
 2
     and tell me when you have done so.
 3
          Α.
                (Witness perusing document.)
 4
                All right.
 5
                Do you recognize Exhibit 203?
          0.
                      I think this is correct as
 6
          Α.
 7
     to being that protocol of examination that
 8
      I was talking to you about.
 9
          Ο.
                And this was the protocol of
10
     examination that resulted from your first
11
     visit to the KFTC; is that true?
12
                That is right. This is the
          Α.
13
     protocol of examination that is the result
14
     of my answering questions and as was typed
15
     up by the investigator himself.
16
                If you look at the last page of
          0.
17
     Exhibit 203, is that your signature that
18
     appears on the document, on the last page?
19
          A .
                Yes.
                      That is correct.
20
                And there's something that
          Q.
21
     appears to be a fingerprint on the last
22
     page.
23
                Do you recall placing your
     fingerprint on Exhibit 203?
24
25
          A.
                I do have a recollection of
```

```
Page 112
1
    KIM - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2
     placing my fingerprint following the
3
     signing.
         Q. And do you recall placing your
4
5
     fingerprint on other pages of Exhibit 203
6
     as well?
7
         A .
               Yes. I do have some
8
     recollection of doing so towards the end
9
     of the whole ordeal.
10
                MR. BIRKHAEUSER: I'm going to
11
         mark as Exhibit 204 a document that
12
         bears the Bates No. OTGKR-0001410.
13
                And I'll give copies to the
14
         interpreter and opposing counsel as
15
         well.
16
                (Exhibit 204, Bates
17
         OTGKR-0001410, was hereby marked for
18
         identification, as of this date.)
19
                Can you tell me when you have
         Q.
20
     finished looking at Exhibit 204.
21
         Α.
                Yes. I've done so.
22
         Q.
               Do you recognize Exhibit 204?
23
                So this is what I was talking to
         Α.
24
     you about earlier about how, in the month
25
     of October 2011, I had yet another visit
```

Page 216 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am in no way interested in the outcome of 15 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of April, 2016. 18 19 Sharon Lengel 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25

EXHIBIT B

	Page 1
1	
2	UNITED STATES DISTRICT COURT
	NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO DIVISION
4	Case No. 3:13-cv-04115-WHO
5	IN RE KOREAN RAMEN ANTITRUST
	LITIGATION
6	
7	THIS DOCUMENT RELATES TO
	ALL ACTIONS
8	
9	
	April 18, 2016
10	9:47 a.m.
11	
12	**** HIGHLY CONFIDENTIAL ****
13	**** ATTORNEYS' EYES ONLY ****
14	
15	
16	Videotaped deposition of
17	KISOO KIM, taken by Plaintiffs, pursuant
18	to Notice, held at the offices of Yoon &
19	Yang LLC, ASEM Tower, 517 Yeongdong-daero,
20	Gangnam-Gu, Seoul, Korea, before
21	Sharon Lengel, a Registered Professional
22	Reporter, Certified Realtime Reporter, and
23	Notary Public.
24	
25	

	Page 46
1	KIM - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	THE WITNESS: I have seen this.
3	MS. YU: You should review the
4	document.
5	A. (Witness perusing document.)
6	I have seen this before.
7	Q. Okay. Tell us what it is.
8	A. So I think this is something
9	that entails my, say, being investigated,
<mark>1 0</mark>	interrogated, by the KFTC for about five
<mark>l 1</mark>	hours.
12	Q. Okay. And how come you came to
13	be interrogated by the KFTC, sir?
L 4	MS. YU: Objection. Lacks
15	foundation. Calls for speculation.
16	A. My recollection is I was being
17	investigated because I had previously
18	served as the head of Ottogi's sales HQ.
19	Q. And what was the KFTC looking
20	into?
21	MS. YU: Objection. Lacks
22	foundation. Calls for speculation.
23	A. Say that again, please.
2 4	Q. What was the KFTC looking into?
2.5	MS. YU: Objection. Lacks

Page 110 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am in no way interested in the outcome of 15 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of April, 2016. 18 19 Sharon Lengel 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25

EXHIBIT

C

	Page 1	
1		
2	UNITED STATES DISTRICT COURT	
	NORTHERN DISTRICT OF CALIFORNIA	
3	SAN FRANCISCO DIVISION	
4	Case No. 3:13-cv-04115-WHO	
5	IN RE KOREAN RAMEN ANTITRUST	
	LITIGATION	
6		
7	THIS DOCUMENT RELATES TO	
	ALL ACTIONS	
8		
9		
	February 18, 2016	
10	9:17 a.m.	
11		
12	**** HIGHLY CONFIDENTIAL ****	
13	**** ATTORNEYS' EYES ONLY ****	
14		
15		
16	Continued videotaped	
17	deposition of HYUN-GYOON CHOI, taken by	
18	Plaintiffs, pursuant to Notice, held at	
19	the offices of Vertex, S Tower, 82	
20	Saermoonanro, Seoul, Korea, before Sharon	
21	Lengel, a Registered Professional	
22	Reporter, Certified Realtime Reporter, and	
23	Notary Public.	
24		
25		

Page 47

CHOI - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
I told you that I was once summoned to
appear before the KFTC. So I took a look
at this document, which is around three
pages.

Going back to the circumstances at that time, I was in a closed room. I was very stressed out. And I must reiterate the fact that I'm not the one who wrote this up. This was typed out like this by the two KFTC investigator guys.

They were seated in front of me or, rather, I was seated in front of them with my attorney seated behind me who left for a while. There was no stenographer or anything. I would say 100 words; it would all get cut down. This is essentially a summary by the investigators.

And I was there for probably a little over an hour, after which they immediately went and just printed this out, stuck it in my face, saying, "Sign it and leave." So there I was thinking, Is this what I said? And, you know, the time

Page 48

CHOI - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY

I got to spend on doing that was less than

five minutes. The thing is afterwards, I

didn't even get a copy, get to have a

copy.

And whereas this says what it says in the title, the time when I first saw this was -- going by the date here of June 2011, the first time I thereafter got to see this was in 2013, I believe, when -- there before the High Court. So we're talking about the -- after about a year and a half's passage of time when counsel showed me a printed-out copy of this.

There's one more thing I would like to add to that, please, if I may. Going back to what I was getting at yesterday, I think I would have much more preferred that they showed me something and asked me about things. But instead of that, they are saying, "What is this?" You know?

I note here again that this is from 2011. So when these guys were

```
Page 55
 1
    CHOI - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
 2
     really wasn't in any kind of frame of mind
 3
     to carefully review things.
 4
               This was really like what you
5
     see on TV. All I wanted to do was just
     get the darn thing over with and go home.
6
7
     If, now, I were completely by myself, then
8
     I suppose -- I'd like to believe that I
9
     would have taken my time to carefully
10
     review everything. But the attorney who
11
     said, you know, "Read this" and had left,
12
     he -- well, the person came back.
               And so in view of how there's
13
14
     this attorney -- you know, I'm just a
15
     nobody; right? Here's a professional. I
16
     just thought it would be inappropriate for
17
     me to do anything. I mean, he's a
18
     professional. I'm just a salaried
19
     employee of a company. I sign if I am
20
     asked (to sign. I place my thumbprint if
21
     I'm asked to place my thumbprint. The
22
     entire time it took for that was less than
23
     five minutes.
24
                Thereafter, I left without being
25
     provided a copy. You know, I placed my
```

	Page 150
1	
2	CERTIFICATION
3	
4	I, SHARON LENGEL, a Notary Public for
5	and within the State of New York, do
6	hereby certify:
7	That the witness whose testimony as
8	herein set forth, was duly sworn by me;
9	and that the within transcript is a true
10	record of the testimony given by said
11	witness.
12	I further certify that I am not
13	related to any of the parties to this
1 4	action by blood or marriage, and that I am
15	in no way interested in the outcome of
16	this matter.
17	IN WITNESS WHEREOF, I have hereunto
18	set my hand this 1st day of March, 2016.
19	
2 0	
21	
22	SHARON LENGEL, RPR, CRR
23	
2 4	
2 5	

EXHIBIT D

	Page 1
1	
2	UNITED STATES DISTRICT COURT
	NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO DIVISION
4	Case No. 3:13-cv-04115-WHO
5	IN RE KOREAN RAMEN ANTITRUST
	LITIGATION
6	
7	THIS DOCUMENT RELATES TO
	ALL ACTIONS
8	
9	
	March 28, 2016
10	10:03 a.m.
11	****
12	**** HIGHLY CONFIDENTIAL ****
13	**** ATTORNEYS' EYES ONLY *****
14 15	
16	Continued videotaped
17	deposition of MIN SANG CHANG, taken by
18	Plaintiffs, pursuant to Notice, held at
19	the offices of Vertex, S Tower, 82
20	Saermoonanro, Seoul, Korea, before Sharon
21	Lengel, a Registered Professional
22	Reporter, Certified Realtime Reporter, and
23	Notary Public.
24	
25	

Page 38

On which I went to testify as such, the weather was rather warm. It was hot. And I believe I arrived at the offices of the KFTC at 8:30. And the examination -- the interrogation room happened to be on the top floor of their building. And, again, the day was very hot, and the heat radiating was immense.

And as I recall, there was this investigator, one female investigator.

There was one desk, and there was a fan but facing towards her. Not even a bottle of water. I was rather flabbergasted, frankly, such that I recall this quite distinctly. And, if memory serves, I believe I was accompanied by counsel that day.

So we go in together. And what this investigator lady says to the attorney is, "You may sit in the back of this gentleman, but you don't say anything." And upon that, this is what I was thinking: The fact that you have counsel accompany you is, in fact, for you

	Page 42
1	CHANG - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	And so to my recollection,
3	having begun at 8:30 a.m. and except for
4	the one hour lunch break, we went until
5	8:00 p.m. without pretty much any break.
6	So that was quite quite a long while.
7	Later on, in terms of what there was, I
8	saw that this was the only thing that
9	there was left. So that is what I'm able
10	to recollect in terms of what had happened
11	on that day when this protocol was
12	drafted.
13	And this isn't just something at
14	the level of being a little perplexed,
15	bamboozled; it goes way beyond that.
<mark>16</mark>	Q. Did you review the document
17	before you signed it?
18	A. I really wasn't able to review
19	it fully. She kept saying that she wanted
20	to go home soon and rushed me.
21	MS. KIM: And, Mr. Translator,
22	you don't have to translate this.
23	But I'm going to object to these
2 4	affidavit or these protocol
25	statements, because, to the extent

```
Page 46
 1
    CHANG - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
 2
           Α.
                 Right. I cannot.
3
                 May I ask you to turn to page
      OTGKR-0001363, which is the second-to-last
4
5
      page of the document.
6
                 Does your signature appear on
7
      that page?
8
          A .
                 No. My signature is not there.
                Can you look at the text that
9
           Q.
10
      appears on the sixth line from the bottom
11
      of the page, please.
12
          A .
                Yes.
13
           Q.
                Is that your name?
14
          A.
                Yes.
                 And is that your signature that
15
          Q.
16
      follows your name?
17
                 MS. KIM: Objection. Asked and
18
           answered. And assumes facts not in
19
          evidence.
20
          A.
                There is no signature of mine
21
      there.
22
                Do you know who wrote the text
          Q.
23
      that follows your printed name -- sorry --
24
      strike.
25
                 Do you -- strike that, please.
```

	Page 47
1	CHANG - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	Do you know who wrote the
3	characters that make up your name on that
4	line?
5	A. My recollection is that it was
6	I.
7	Q. Is that your handwriting?
8	A. Yes. It looks like it's my
9	handwriting.
10	
	Q. The line below that, whose name
11	appears there?
12	A. It reads "Attorney Seung-Joon
13	Kang."
14	Q. And did Attorney Seung-Joon Kang
15	write those characters?
16	A. You know, I'm not exactly able
17	to recall because this is what six,
18	seven seven to eight years ago. So
19	Q. And do you know whether that is
20	your finger or thumbprint that appears to
21	the right of those two names?
22	MS. KIM: Objection. Lacks
23	foundation. Vague and ambiguous.
24	A. I am not able to make any call
25	as to whether it is or isn't, just

Page 176 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am 15 in no way interested in the outcome of 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of March, 2016. 18 19 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25

EXHIBIT E

	Page 1
1	
2	UNITED STATES DISTRICT COURT
	NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO DIVISION
4	Case No. 3:13-cv-04115-WHO
5	IN RE KOREAN RAMEN ANTITRUST
	LITIGATION
6	
7	THIS DOCUMENT RELATES TO
	ALL ACTIONS
8	
9	
	March 29, 2016
10	9:03 a.m.
11	
12	**** HIGHLY CONFIDENTIAL ****
13	**** ATTORNEYS' EYES ONLY ****
14	
15	
16	Continued videotaped
17	deposition of JOONG RAK LEE, taken by
18	Plaintiffs, pursuant to Notice, held at
19	the offices of Vertex, S Tower, 82
20	Saermoonanro, Seoul, Korea, before Sharon
21	Lengel, a Registered Professional
22	Reporter, Certified Realtime Reporter, and
23	Notary Public.
2 4	
25	

Page 166 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY No bathroom break. No water. And I was 2 3 being interrogated by these two 4 individuals in a tag-team fashion. I just 5 wanted to basically just get out of there. 6 What is most important here is the fact 7 that I did not write this. They typed it 8 up. 9 Q. Did you sign it? 10 Α. I did. 11 Did you read it before you Q. 12 signed it? 13 MS. KIM: Objection. Calls for 14 speculation. Lacks foundation. Asked 15 and answered. And argumentative. 16 I was not able to read 17 through everything. Basically, under the 18 circumstances, given the atmosphere there, 19 it wasn't like one could just take his 20 time reading through each passage. 21 Do you know what day of the week 0. 22 that you were at KFTC headquarters 23 providing the answers to these questions? 24 MS. KIM: Objection. Calls for 25 speculation.

Page 193 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am in no way interested in the outcome of 15 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of April, 2016. 18 19 Sharon Lengel 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25

EXHIBIT F

	Page 1
1	
2	UNITED STATES DISTRICT COURT
	NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO DIVISION
4	Case No. 3:13-cv-04115-WHO
5	IN RE KOREAN RAMEN ANTITRUST
	LITIGATION
6	
7	THIS DOCUMENT RELATES TO
	ALL ACTIONS
8	
9	
	April 27, 2016
10	9:12 a.m.
11	
12	**** HIGHLY CONFIDENTIAL ****
13	**** ATTORNEYS' EYES ONLY ****
L 4	
15	
16	Videotaped deposition of
17	SUNG SOO PARK, taken by Plaintiffs,
18	pursuant to Notice, held at the offices of
19	Vertex, S Tower, 82 Saermoonanro, Seoul,
2 0	Korea, before Sharon Lengel, a Registered
21	Professional Reporter, Certified Realtime
22	Reporter, and Notary Public.
23	
2 4	
2 5	

Page 8 1 PARK - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 contemporary fellow of mine, Byung Hoon 3 I would say that perhaps he and I worked together most closely. 4 5 And, of course, above me, there 6 were quite a few senior fellows, one of 7 whom -- let's see -- in terms of names --8 Sang Joon Lee. And I guess, one way or 9 another, you'd have to figure that I was 10 kind of hanging around with people who 11 were not too apart from me in terms of 12 age. Okay. And who was the boss of 13 Q. 14 the department? 15 **A** . So at that time, the leader of 16 our unit was Hak Sung Kim, team leader. 17 All right. And what were you Q. 18 hired to do? 19 So basically, we're talking 20 about a time when I was basically a 21 newbie. And the kind of work that I was 22 performing was, I would report to work in 23 the morning, and by about 9:00 to 24 10:00 a.m., I would always be heading out 25 into the field. I would return to the

```
Page 105
 1
    PARK - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
 2
          important thing is, the party writing
 3
          this is the investigator, and the
          interpreter makes that note here, even
 4
 5
          though this is an on-the-fly thing,
 6
         because the interpreter does remember
 7
          seeing some courtesy translations of
 8
          this very same passage in previous
 9
         depositions which, unfortunately, was
10
          off.
                Okay?
     BY MR. LEBSOCK:
11
12
                Why, sir, did you sign a
         Q.
13
     document that contained statements that
14
     you believed to be untruthful?
15
                                      Assumes
                MS. KIM: Objection.
16
         facts not in evidence. And
17
         mischaracterizes prior testimony. And
18
         argumentative.
19
                So if the truth be known, I
         A .
20
     don't have an actual recollection of the
21
     person asking me to review this.
22
     she did. But I don't recall. And I don't
23
     recall the person asking me to sign this
24
     either, for that matter.
25
                As you can see, I did place my
```

```
Page 106
 1
    PARK - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2
     name here. But there is no date here or
3
     anything. So I need to impress upon you
     the fact that I was very fearful. I was
4
5
     youthful too. I was a young man, a
6
     younger man at this time. And I was
7
     simply doing what I was told to do. And I
8
     really didn't know what was going on here.
9
                And, yes, I told you that that
     is my handwriting. It is in my own hand.
10
11
     But it is not my signature. I wrote it in
12
     most likely because I was told to write in
13
     my name. That was this -- the atmosphere
14
     of that moment. This was a very fearful
15
     moment, sort of an hour of terror. And so
16
     that's how this went.
17
                You were 31 in June of 2011?
         0.
                20 --
18
         Α.
19
                -- 11?
         Q.
20
         Α.
                Well, yeah. I probably was
21
     somewhere around that.
22
         Q.
                You had worked for Nongshim for
23
     four and a half years by the point you had
24
     your interview with the KFTC?
25
         Α.
                Well, it seems like that may
```

Page 171 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am in no way interested in the outcome of 15 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of April, 2016. 18 19 Sharon Lengel 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25

EXHIBIT

G

ORIGIA 3113-cv-0411/5-WHO Document 665-1 Filed 12/22/17 Page 37 of 195

1 Michael McCarthy (SBN 89588) James D. Hepworth (SBN 132910) 2 NEMECEK & COLE A Professional Corporation County of Los Angolas 3 15260 Ventura Boulevard, Suite 920 Sherman Oaks, California 91403-5399 Tel: (818)788-9500/Fax: (818)501-0328 5 Attorneys for Defendants/Cross-Complainants, 6 NOMAAN K. HUSAIN, LAW OFFICES OF NOMAAN K. HUSAIN, P.C., and YOUNG & HUSAIN P.L.L.C. 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344 TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328 FOR THE COUNTY OF LOS ANGELES -- SOUTHWEST DISTRICT 9 10 OTTOGI AMERICA, INC., a California Case No. YC070067 11 Corporation, 12 Assigned to the Hon. Robert B. Broadbelt, Plaintiff, Dept. B. 13 VS. STEVEN YOUNG KANG (a/k/a STEPHEN THIRD AMENDED CROSS-COMPLAINT KANG, STEPHEN YOUNG KANG, SR., and AGAINST STEPHEN YOUNG KANG; 15 SUNG Y. KANG); STEPHEN KANG, STEPHEN Y. KANG, P.L.L.C.; STEPHEN P.L.L.C.; STEPHEN YOUNG KANG, YOUNG KANG, PLLC; LAW OFFICES OF 16 STEVEN KANG PC; SK HOLDINGS; SK P.L.L.C.; SK HOLDINGS; NOMAAN K. 17 HUSAIN (a/k/a NOMAAIN HUSAIN); HOLDING, LLC; GULF ENERGY NOMAIN K. HUSAIN, P.C. (a/k/a LAW TECHNOLOGIES, INC.; GULF 18 OFFICES OF NOMAAN K. HUSAIN, P.C. TECHNOLOGIES, INC.; GULF and NOMAAN HUSAIN, P.C.); YOUNG & TECHNOLOGIES, LTD.; GULF 19 HUSAIN P.L.L.C. (a/k/a YOUNG & TECHNOLOGY DKT, LTD.; FOR (1) 20 HUSAIN, LLP); and DOES 1-100, inclusive, **INDEMNIFICATION; (2) BREACH OF CONTRACT; (3) INDEMNITY AND** 21 **CONTRIBUTION; (4) DECLARATORY** Defendants. RELIEF; (5) FRAUD; (6) CONVERSION; 22 (7) MONEY HAD AND RECEIVED; (8) **IDENTITY THEFT** 23 24 YOUNG & HUSAIN, PLLC; LAW OFFICES 25 OF NOMAAN K. HUSAIN, PC; and NOMAAN K. HUSAIN, 26 Cross-Complainants, 27 28 VS.

THIRD AMENDED CROSS-COMPLAINT

```
STEPHEN YOUNG KANG; STEPHEN Y.

KANG, P.L.L.C.; STEPHEN YOUNG KANG, )

PLLC; LAW OFFICES OF STEVEN KANG )

PC; SK HOLDINGS, INC. (aka SK )

HOLDINGS); SK HOLDING, LLC; GULF )

ENERGY TECHNOLOGIES, INC.; GULF )

TECHNOLOGIES, INC.; GULF )

TECHNOLOGY, LTD.; GULF )

TECHNOLOGY DKT LTD.; and ROES 1-100, )

inclusive, )

Cross-Defendants.
```

Cross-complainants allege as follows:

- 1. Cross-Complainant YOUNG & HUSAIN, P.L.L.C. is, and at all times mentioned herein was, a Texas professional limited liability company.
- 2. Cross-Complainant LAW OFFICES OF NOMAAN K. HUSAIN, P.C. is, and at all times mentioned herein was, a Texas professional corporation.
- 3. NOMAAN K. HUSAIN ("Husain") is, and at all times mentioned herein was, an individual and resident of Houston, Texas.
- 4. Cross-Complainants YOUNG & HUSAIN, PLLC; LAW OFFICES OF NOMAAN K. HUSAIN, P.C.; and NOMAAN K. HUSAIN are collectively referred to herein as "Cross-Complainants" or the "Husain Cross-Complainants"
- 5. Cross-Defendant STEPHEN YOUNG KANG ("Kang") was at all times mentioned herein was, an individual and resident of the State of California, County of Orange, but is now in a federal correctional institution in Kern County, California. Kang is an attorney, who was licensed to practice in California, Texas and Massachusetts. Cross-Defendant STEPHEN Y. KANG, P.L.L.C. is, and at all times mentioned herein was, a Texas professional limited liability company with Kang as its sole member, through which Kang practiced law. Cross-Complainants are informed and believe that STEPHEN Y. KANG, P.L.L.C. is and was the alter ego of Kang.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

- 6. Cross-Defendant STEPHEN YOUNG KANG, P.L.L.C. is, and at all times mentioned herein was, a Texas professional limited liability company with Kang as its sole member, through which Kang practiced law. Cross-Complainants are informed and believe that STEPHEN YOUNG KANG, P.L.L.C. is and was the alter ego of Kang.
- Cross-Defendant LAW OFFICES OF STEVEN KANG PC is, and at all times mentioned herein was, a Texas professional corporation, through which Kang practiced law. Cross-Complainants are informed and believe that LAW OFFICES OF STEVEN KANG PC is and was the alter ego of Kang.
- 8. Cross-Defendant SK HOLDINGS, INC. is, and at all times mentioned herein was, a Texas corporation. Cross-Complainants are informed and believe that SK HOLDINGS, INC. is and was the alter ego of Kang.
- 9. Cross-Defendant SK HOLDINGS, LLC is, and at all times mentioned herein was, a limited liability company. Cross-Complainants are informed and believe that SK HOLDINGS, LLC is and was the alter ego of Kang.
- 10. Cross-Defendants STEPHEN KANG; STEPHEN Y. KANG, PLLC; STEPHEN YOUNG KANG, PLLC; LAW OFFICES OF STEVEN KANG PC; SK HOLDINGS, INC.; and SK HOLDINGS, LLC are collectively referred to herein as the "Kang Cross-Defendants."
- Cross-Defendant GULF ENERGY TECHNOLOGIES, INC. is, and at all times 11. relevant hereto was, a Texas corporation. Cross-Complainants are informed and believe that GULF ENERGY TECHNOLOGIES, INC. is and was the alter ego of Kang.
- Cross-Defendant GULF TECHNOLOGIES, INC. is, and at all times relevant hereto 12. was, a Nevada corporation. Cross-Complainants are informed and believe that GULF TECHNOLOGIES, INC. is and was the alter ego of Kang.
- 13. Cross-Defendant GULF TECHNOLOGY LTD. is, and at all times relevant hereto was, a business of unknown form. Cross-Complainants are informed and believe that GULF TECHNOLOGY LTD, is and was the alter ego of Kang.
- Cross-Defendant GULF TECHNOLOGY DKT LTD. is, and at all times relevant 14. hereto was, a business of unknown form. Cross-Complainants are informed and believe that

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

GULF TECHNOLOGY, DKT, LTD. is and was the alter ego of Kang.

- 15. Cross-Defendants GULF ENERGY TECHNOLOGIES, INC., GULF TECHNOLOGIES, INC., GULF TECHNOLOGY LTD., and GULF TECHNOLOGY DKT LTD. are collectively referred to herein as the "Gulf Cross-Defendants." Each of the Gulf Cross-Defendants was and is the alter ego of each of the other Gulf Cross-Defendants and of Cross-Defendant Kang.
- 16. Cross-Complainants do not presently know the true names and capacities of the Cross-Defendants sued herein as Roes 1 through 100, inclusive. Cross-complainants will seek leave of court to amend this Cross-Complaint to allege these Cross-Defendants' true names and capacities when ascertained.

FACTUAL ALLEGATIONS

- In May 2012, Ottogi America, Inc. ("Ottogi America") retained Kang and Stephen 17. Kang, P.L.L.C. to provide "asset protection planning," for Ottogi America. According to Kang, Ottogi needed to protect its assets from anticipated litigation to be filed against Ottogi Co., Ltd. (the Korean parent company of Ottogi America) and Ottogi America regarding allegations of price-fixing in the ramen noodle market. See Case No. 3:13-cv-04115. Part of Ottogi's strategy for asset protection due to the pending litigation was to purchase assets and other real estate through its several subsidiaries, including Ottogi America. Kang was hired to assist in executing this strategy for Ottogi America.
- Seung Yub Lee ("CEO Lee"), the director, President, Chief Executive Officer and 18. Chief Financial Officer of Ottogi America, as an authorized officer of Ottogi America, and believed to be the only officer at the time, signed the retainer agreement dated May 9, 2012 hiring Stephen Kang, Stephen Kang, P.L.L.C., and Young & Husain, LLP (a non-existent entity) as the attorneys for Ottogi America. Stephen Kang signed on behalf of himself and Stephen Kang, P.L.L.C. Stephen Kang, P.L.L.C. offered the attorney fee rate at \$350.00 hour and all attorneys in this contract were "duly licensed to practice law in the State of California." Pursuant to the May 2012 contract for legal services, Kang submitted invoices for Stephen Kang, P.L.L.C. to Ottogi America for the services Kang performed dated 4/30/2012, 10/31/2012, 12/26/2012, 5/31/2013,

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

6/30/2013, 7/31/2013, 8/31/2013, 9/30/2013, 10/31/2013 (redacted copies of which are attached hereto as Exhibit 16).

- 19. Husain was not a party to the May 2012 attorney-client agreement. Husain did not sign the May 2012 agreement. Mr. Husain is in fact not licensed to practice law in the State of California. Mr. Husain is a board-certified personal injury lawyer licensed in the State of Texas. and does not practice in the area of 'asset protection planning.' Husain is the only authorized representative who could have entered into such agreement on behalf of Young & Husain, P.L.L.C. and Law Offices of Nomaan K. Husain, P.C.
- 20. In or about October 2012, Husain was asked by Kang to use Husain's trust account in Texas to assist one of Kang's clients (Ottogi America) in purchasing real property in California. Ottogi America did not want to use a source that could be connected to Ottogi America as Ottogi America was attempting to purchase property around their current California facility and Kang did not have his own firm trust account set up for Ottogi's use. As a part of Ottogi America's real property purchase, Ottogi entered into two power of attorney agreements signed by CEO Lee and GM Hong purporting to convey 'attorney-in-fact' authority to Nomaan Husain, P.C., Stephen Kang, P.L.L.C. and Young & Husain, P.L.L.C. for Ottogi America's purchase of real property in California. Neither agreement was signed by or agreed to by Husain. Furthermore, the agreements do not set out any consideration by which the "attorneys" were to perform work on behalf of Ottogi America, Inc.
- 21. Husain was not even aware Kang had entered into such agreements with Ottogi America, just as Husain was not aware of the many other documents Kang entered into and/or forged without the permission, knowledge or authority of Husain. In fact, Ottogi never met with or communicated with Husain for over 18 months until after the start of this case in August 2014.
- 22. Subsequently, from October 2012 to March of 2014, Ottogi America transferred funds to Husain's trust account and Kang, as Ottogi America's attorney, provided Husain with instructions on where to disburse the funds. Husain complied with Kang's instructions.
- 23. CEO Lee and Hangsik Hong ("GM Hong"), Ottogi America's General Manager from 2012 to August 25, 2014, on behalf of Ottogi America, clearly trusted Kang enough to hire

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

him for "asset protection planning" and to transfer over \$3.7 million to bank accounts of individuals and law firms completely unknown to Ottogi America. Unfortunately, Kang deceived many individuals, including Husain. Kang instructed Husain to disburse Ottogi America funds from the escrow trust bank account, and in reliance on such instructions, Husain complied. Instead of using such funds for the purchase of real property, as was Kang's responsibility, Kang converted \$3,641,750 of Ottogi's money and caused it to be transferred to other bank accounts Kang controlled. Kang used such funds for his own personal benefit.

- In October 2015, Kang was indicted for wire fraud for Kang's scheme to defraud 24. clients whom Kang had agreed to provide legal or investment services, including Ottogi America, and to obtain money from such clients for Kang's own personal use and benefit by means of material false and fraudulent representations or the concealment of material facts. Kang was also indicted for knowingly using, without authority, Husain's name and forging Husain's signature on documents. Kang entered into a plea agreement, whereby Kang admitted he defrauded Ottogi America and used Ottogi America's funds for his own benefit. As a result, Kang is currently serving time in a federal correctional institution in Kern County, California
- In March 2016, Kang and Stephen Kang, P.L.L.C. stipulated to a judgment in favor 25. of Ottogi America in this action in the amount of \$5,222,733.20, which includes an amount for punitive damages. In the stipulated judgment, Kang admits he converted \$3,641,750 of Ottogi America, Inc.'s money by transferring such funds to Kang controlled bank accounts; that he improperly billed Ottogi America, Inc.; that the allegations of Kang's cross-complaint are false with respect to certain parties; that Kang filed false declarations in this action; and that he committed other misconduct as it relates to the facts and circumstances regarding this action.
- Both Ottogi America and Husain were duped by Kang's extensive fraudulent 26. scheme to take money from individuals and use such money for Kang's own personal use and benefit. Many victims of Kang's crimes were affected by Kang's pervasive lies, forgeries and manipulations, including Husain.
- The US Attorneys' Office, FBI and IRS criminal investigations ending with a 27. Kang's plea of guilt and subsequent order of restitution and jail time. The same FBI and IRS

2

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

criminal investigations' found that Ottogi America and Husain were victims of Kang's fraud (as well as many others). Kang was indicted for stealing Nomaan K. Husain's identity in respect to Kang's work for Ottogi America. Kang judicially stipulated he converted Ottogi America's funds for his own personal use and benefit. Kang's further judicially stipulated that he forged and/or falsified documents provided to and relied upon by both Ottogi America and Husain. Husain returned all Ottogi America funds held in his escrow trust accounts within days of Ottogi America's notice of Kang's perpetuated fraudulent scheme.

FIRST CAUSE OF ACTION

(Indemnification against the Kang Cross-Defendants)

- Cross-Complainants reallege and incorporate by this reference each and every 28. allegation contained in paragraphs 1 through 27, above.
- On or about September 2, 2014, the Kang Cross-Defendants and the Husain Cross-29. Complainants, and each of them, entered into a written Indemnification and Hold Harmless Agreement ("Indemnification Agreement") a true and correct copy of which is attached hereto as Exhibit 1 and is incorporated herein as if set forth in full.
- Pursuant to the Indemnification Agreement, the Kang Cross-Defendants agreed to 30. "fully defend, indemnify, and hold harmless" the Husain Cross-Complainants from any and all "claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever" arising "by, through, or under" the Kang Cross-Defendants' representation of Ottogi America, Ottogi Korea or Ottogi Property Trust Fund (collectively "Ottogi").
- Ottogi America filed a complaint, first amended complaint, and second amended 31. complaint in this action that allege causes of action against the Husain Cross-Complainants that arise out of the Kang Cross-Defendants representation of Ottogi and from which the Kang Cross-Defendants are required to defend and indemnify the Husain Cross-Complainants as set forth in the Indemnification Agreement.
- The Kang Cross-Defendants have failed and refused, despite demand therefor, to 32. defend and indemnify the Husain Cross-Complainants as required by the Indemnification Agreement.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- The Kang Cross-Defendants are liable to the Husain Cross-Complainants for any 33. and all sums which the Husain Cross-Complainants are adjudged to pay Ottogi America in this action, as well as the expenses, costs, and attorneys' fees incurred by the Husain Cross-Complainants in this action.
- The Indemnification Agreement provides that the prevailing party in any action 34. brought in connection with the agreement is entitled to recover its attorneys' fees and costs. Accordingly, Cross-Complainants are entitled to such an award against the Kang Cross-Defendants, in an amount not less than \$4 million.
- Pursuant to the Indemnification Agreement, the Kang Cross-Defendants, jointly and 35. severally, are liable to the Husain Cross-Complainants and each of them, in an amount not less than \$4 million for (1) amounts paid to Ottogi America in settlement of the complaint brought against the Husain Cross-Complainants; (2) expenses, costs, and attorneys' fees incurred by the Husain Cross-Complainants in defending this action; and (3) expenses, costs, and attorneys' fees incurred by the Husain Cross-Complainants in prosecuting this cross-complainant against the Kang Cross-Defendants and others.

SECOND CAUSE OF ACTION

(Breach of Contract against the Kang Cross-Defendants)

- Cross-Complainants reallege and incorporate by this reference each and every 36. allegation contained in paragraphs 1 through 35, above.
- On or about September 2, 2014, the Kang Cross-Defendants and the Husain Cross-37. Complainants, and each of them, entered into the Indemnification Agreement.
- Pursuant to the Indemnification Agreement, the Kang Cross-Defendants agreed to 38. "fully defend, indemnify, and hold harmless" the Husain Cross-Complainants from any and all "claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever" arising "by, through, or under" the Kang Cross-Defendants' representation of Ottogi.
- Ottogi America filed a Complaint, as well as a First Amended Complaint and a 39. Second Amended Complaint, in this action that alleges causes of action against the Husain Cross-Complainants that arise out of the Kang Cross-Defendants' representation of Ottogi and from

25

26

27

28

1

2

3

4

5

6

7

8

9

which the Kang Cross-Defendants are required to defend and indemnify the Husain Cross-
Complainants as set forth in the Indemnification Agreement. The Husain Cross-Complainants
retained Nemecek & Cole, APC and Winston & Strawn, LLP to defend them against the claims
asserted by Ottogi America and to prosecute the claims asserted in this cross-complaint.

- The Husain Cross-Complainants have performed all conditions, covenants, and 40. promises required on their part to be performed in accordance with the terms and conditions of the Indemnification Agreement.
- The Kang Cross-Defendants breached the Indemnification Agreement by failing to 41. defend and indemnify the Husain Cross-Complainants as required by the Indemnification Agreement, despite a demand therefor.
- As a result of the Kang Cross-Defendants' breach of the Indemnification 42. Agreement, the Husain Cross-Complainants have been damaged in at least the amount of \$4 million, which includes the expenses, costs, and attorneys' fees the Husain Cross-Complainants have and are incurring to defend this action.
- The Indemnification Agreement provides that the prevailing party in any action 43. brought in connection with the agreement is entitled to recover its attorneys' fees and costs. Accordingly, Cross-Complainants are entitled to such an award against the Kang Cross-Defendants in at least the amount of \$3 million.

THIRD CAUSE OF ACTION

(Indemnity and Contribution against All Cross-Defendants)

- Cross-Complainants reallege and incorporate by this reference each and every 44. allegation contained in paragraphs 1 through 43, above.
- The Husain Cross-Complainants have been sued in this action by Ottogi America 45. for disbursing funds allegedly belonging to Ottogi America from Prosperity Bank account ending in xxxx3161, including \$2,493,000.00 allegedly received by the Gulf Cross-Defendants. The Kang Cross-Defendants and the Gulf Cross-Defendants are alleged to have received part of these funds, which were disbursed on the instructions of Kang, disbursed by Kang directly to them. To the extent Cross-Defendants were not entitled to receive such funds, they received such funds by

2

3

4

5

6

7

8

9

10

11

12

13

15

16

17

18

19

20

21

22

23

24

25

26

27

28

fraud or mistake and are obligated to return such funds to Ottogi America or to the Husain Cross-Complainants and to defend and indemnify the Husain Defendants from the claims asserted by Ottogi America herein.

46. In the event the Husain Cross-Complainants are found responsible to Ottogi America for the funds disbursed to any of the Cross-Defendants, such liability would be based solely on the receipt by Cross-Defendants of funds that did not belong to Cross-Defendants. Cross-Defendants are obligated to defend and indemnify Cross-Complainants for any losses, including returning the funds transferred to Cross-Defendants from Cross-Complainants' trust account, as well as expenses, costs and attorneys' fees incurred by Cross-Complainants defending this action, in at least the amount of \$3 million.

FOURTH CAUSE OF ACTION

(Declaratory Relief against all Cross-Defendants)

- 47. Cross-Complainants reallege and incorporate by this reference each and every allegation contained in paragraphs 1 through 46, above.
 - 48. The Husain Cross-Complainants contend as follows:
 - The Husain Cross-Complainants did not advise Ottogi to establish the a. Amegy Bank Trust Account; did not did not provide Ottogi with any documents to create the Amegy Bank Trust Account; did not provide any documents to Ottogi pertaining to the Amegy Bank Trust Account; did not have any interest in the Amegy Bank Trust Account; had no control over the Amegy Bank Trust Account or the funds deposited thereto; did not transfer any of the funds deposited to the Amegy Bank Trust Account; and had no other connection with the Amegy Bank Trust Account;
 - The Husain Cross-Complainants did not seek to engage any law firm on b. behalf of Ottogi, to file a bankruptcy petition on behalf of Ottogi, to sell Ottogi's assets, or otherwise;
 - Cross-Defendant Seung Yub Lee had actual and apparent authority to c. enter into binding agreements on behalf of Ottogi America;

A PROFESSIONALCORPORALION	15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344	TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328

d.	Cross-Defendant Kangsik Hong had actual and apparent authority to enter
	into binding agreements on behalf of Ottogi America;

- e. The Husain Cross-Complainants do not hold any funds belonging to Ottogi America;
- f. The Husain Cross-Complainants relied on the instructions of Kang regarding disposition of funds deposited to the Prosperity Bank account ending in xxxx3161;
- g. The Husain Cross-Complainants were entitled to rely on the instructions of Kang regarding disposition of funds deposited to the Prosperity Bank account ending in xxxx3161 at the direction of Kang;
- h. Kang was not a partner of Young & Husain, P.L.L.C.;
- i. Kang was not an employee of Young & Husain, P.L.L.C.;
- j. None of the Kang Cross-Defendants was an agent of any of the Husain Cross-Complainants;
- k. None of the Kang Cross-Defendants had the authority to act on behalf of any of the Husain Cross-Complainants, no authority to bind any of the Husain Cross-Complainants, and no authority to enter into any agreement on behalf of the Husain Cross-Complainants.
- Young & Husain, P.L.L.C. was not also known as Young & Husain, LLP, as Ottogi America contends;
- m. The Husain Cross-Complainants were not partners in any entity called Young & Husain, LLP, and had no affiliation with an entity called Young & Husain, LLP. Kang did not have authority from the Husain Cross-Complainants to use the name Young & Husain, LLP, and had no authority to speak for the Husain Cross-Complainants, enter in to any agreements on behalf of the Husain Cross-Complainants, or otherwise bind the Husain Cross-Complainants;
- n. The Gulf Cross-Defendants have received \$2,493,000.00 of the Ottogi

A PROFESSIONALCORPORATION	15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344	TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328
---------------------------	---	---

funds at issue in this case and have not returned those funds to	the	Husain
Cross-Complainants, Ottogi, or anyone else;		

- o. The Kang Cross-Defendants, or some of them, received at least \$653,000 of the Ottogi funds at issue in this case and have not returned those funds to the Husain Cross-Complainants, Ottogi, or anyone else;
- p. Upon receipt of evidence that a demand for return of funds was being made by Ottogi officials authorized to do so in September 2014, \$260,900 of undisbursed Ottogi funds were wired from the Law Offices of Nomaan K. Husain's bank account to Ottogi;
- q. The Power of Attorney agreements attached to Ottogi America's second amended complaint were not executed by Husain, Kang had no authority from the Husain Cross-Complainants to enter into such agreements, the Husain Cross-Complainants are not bound by such agreements, and such agreements are unenforceable against the Husain Cross-Complainants;
- r. The Husain Cross-Complainants are not and have never been the attorneys for Ottogi;
- s. Cross-Defendant Kang was an officer of the Gulf Cross-Defendants and was authorized to act for and on behalf of the Gulf Cross-Defendants and each of them;
- t. As an officer of the Gulf Cross-Defendants, Cross-Defendant Kang's knowledge and intent is imputed to the Gulf Cross-Defendants, and each of them.
- u. The purported Deed of Sale dated April 25, 2014, between Solo Gonzalez for Biaz Family Trust and Young & Husain, PLLC (a copy of which is attached hereto as Exhibit 2) is void and unenforceable, *ab initio*, including, without limitation, because it is obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;

v.	The Standard Offer, Agreement and Escrow Instructions for Purchase of
	Real Estate dated October 25, 2012, by Nomaan K. Husain P.C. (a copy of
	which is attached hereto as Exhibit 3) is void and unenforceable, ab initio,
	including, without limitation, because it is obtained by fraud and/or is a
	forgery; the Husain Cross-Complainants did not incur any obligation
	thereunder and are not bound thereby;

- w. The Power of Attorney dated October 25, 2012, signed by Seung Yub Lee, CEO of Ottogi America (USA) and Kangsik Hong, Director of Ottogi Property Trust Company, L.L.C. (a copy of which is attached hereto as Exhibit 4) is void and unenforceable, *ab initio*, including, without limitation, because it was obtained by fraud; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- x. The Addendum to the Power of Attorney of October 25, 2012, signed by Seung Yub Lee, CEO of Ottogi America (USA) and Kangsik Hong, Director of Ottogi Property Trust Company, L.L.C. (a copy of which is attached hereto as Exhibit 5) is void and unenforceable, *ab initio*, including, without limitation, because it was obtained by fraud; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- y. The Power of Attorney of January 27, 2014 Per Purchase Offer on 1651 Gardena Lot 25 (a copy of which is attached hereto as Exhibit 6) is void and unenforceable, *ab initio*, including, without limitation, because it was obtained by fraud; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- z. The Contract for Legal Services dated May 9, 2012 between Ottogi
 America, Inc. and Young & Husain, LLP (a copy of which is attached hereto as Exhibit 7) is void and unenforceable, *ab initio*, as to Cross-

A PROFESSIONALCORPORATION 15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344 TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328

1

2

3

5

6

7

8

9

10

11

13

15

16

17

18

19

20

21

22

23

24

25

26

27

Complainants, including, without limitation, because it was obtained by
fraud and/or is a forgery; the Husain Cross-Complainants, and particularly
Young & Husain, PLLC, did not incur any obligation thereunder, are not
bound thereby, and have no liability pursuant thereto, particularly because
the name "Young & Husain, LLP" is not Cross-Complainant "Young &
Husain, PLLC" and Kang never had authority to use the name "Young &
Husain, LLP" or the name "Husain" in any firm name or imply that
Husain was a member of any law firm in California or was practicing law
in California;

- The Settlement Buy & Sell Agreement dated August 26, 2013 between aa. Toltec Holdings, LLC and Marie Solymosi on the one hand, and Nomaan K. Husain, PC on the other hand (a copy of which is attached hereto as Exhibit 8) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- The Escrow Instructions and Acceptance dated August 27, 2013 re Escrow No. 5048885-KK between Toltec Holdings, LLC and Marie Solymosi on the one hand, and Nomaan K. Husain, PC on the other hand (a copy of which is attached hereto as Exhibit 9) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- The Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated January 4, 2013, by Nomaan K. Husain P.C. (a copy of which is attached hereto as Exhibit 10) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any

obligation thereunder and are not bound thereby;

	A PROFESSIONAL CURPURATION A PROFESSION 45260 VENTURA ROLLI EVARD. SLITTE 920. SHERMAN QAKS. CALLEORNIA 91403-5344	TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328
--	--	---

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

dd.	The Standard Offer, Agreement and Escrow Instructions for Purchase of
	Real Estate dated January 10, 2014, by Young & Husain, P.L.L.C. (a copy
	of which is attached hereto as Exhibit 11) is void and unenforceable, ab
	initio, including, without limitation, because it was obtained by fraud
	and/or is a forgery; the Husain Cross-Complainants did not incur any
	obligation thereunder and are not bound thereby;

- The Amended Escrow Instructions dated April 10, 2013, between Toltec Holdings, LLC and Nomaan K. Husain, P.C. (a copy of which is attached hereto as Exhibit 12) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- The Escrow Instructions and Acceptance dated August 27, 2013, between ff. Toltec Holdings, LLC and Marie Solymosi on the one hand, and Nomaan K. Husain, PC on the other hand (a copy of which is attached hereto as Exhibit 13) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- The Cancellation Escrow Instruction dated October 29, 2013 between gg. Toltec Holdings, LLC and Nomaan K. Husain, P.C. (a copy of which is attached hereto as Exhibit 14) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery: the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby;
- The Amended Escrow Instructions dated January 28, 2013, between hh.

2

3

4

5

6

7

8

9

10

11

12

13

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Toltec Holdings, LLC and Nomaan K. Husain, P.C. (a copy of which is attached hereto as Exhibit 15) is void and unenforceable, ab initio, including, without limitation, because it was obtained by fraud and/or is a forgery; the Husain Cross-Complainants did not incur any obligation thereunder and are not bound thereby.

- 49. The Husain Cross-Complainants are informed and believe that Cross-Defendants deny the Husain Cross-Complainants' contentions and contend otherwise.
- 50. Because a real, actual, and existing controversy exists between the Husain Cross-Complainants and all Cross-Defendants regarding the foregoing contentions, a prompt declaration of the rights and duties of the parties is necessary.
- Accordingly, the Husain Cross-Complainants seek orders from the Court declaring the rights and duties of the parties consistent with the Husain Cross-Complainants' contentions herein.

FIFTH CAUSE OF ACTION

(Fraud against all Cross-Defendants)

- 52. Cross-Complainants reallege and incorporate by this reference each and every allegation contained in paragraphs 1 through 51, above.
- 53. Cross-Defendant Kang represented to the Husain Cross-Complainants that he was authorized by Ottogi America to deposit and withdraw funds to and from the Prosperity Bank account ending in xxxx3161, including the funds identified in the Second Amended Complaint filed by Ottogi America in this action. Kang later admitted that he knowingly and with the intent to defraud, devised, participated in, and executed a scheme to defraud clients, including Ottogi America, and to obtain money and property by false and fraudulent pretenses, representations, and promises, and concealment of material facts. Kang concealed this scheme from Cross-Complainants and concealed his true intent to fraudulently obtain money and property.
- 54. Cross-Complainants did not know that Kang's representations were false and did not know the true facts concealed by Kang, but trusted that Kang was truthfully representing his authority.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- 55. Cross-Defendant Kang's representations to the Husain Cross-Complainants and his concealment of material facts were made with the intent to deceive the Husain Cross-Complainants and induce them to transfer the funds allegedly belonging to Ottogi America to others, including Cross-Defendants named herein. Cross-Complainants were not aware of Cross-Defendant Kang's intent to deceive Cross-Complainants.
- 56. The Husain Cross-Complainants reasonably relied on Kang's representations by transferring funds allegedly belonging to Ottogi America to others, including Cross-Defendants named herein, solely at the express directions and instructions of Kang, who was retained by Ottogi America as its attorney and was acting pursuant to authority provided by CEO Lee.
- 57. As a result of the Husain Cross-Complainants' reliance on the representations of Kang, funds allegedly belonging to Ottogi America were transferred from the Husain Cross-Complainants' trust account to persons and entities as instructed by Kang, and the Husain Cross-Complainants have been sued by Ottogi America as a result of such transfers. Cross-Complainants have incurred, and continue to incur, expenses, costs, and attorneys' fees as a result of Ottogi America's claims in at least the amount of \$3 million. But for Cross-Defendant Kang's fraudulent representations and concealments as alleged herein, Cross-Complainants would not have been sued by Ottogi America and would not have incurred any expenses, costs, or attorneys' fees defending against such claims.
- 58. Because Kang was an officer of each of the Gulf Cross-Defendants, his knowledge is imputed to the Gulf Cross-Defendants, to which funds allegedly belonging to Ottogi America were transferred.
- 59. As set forth above, each of the Cross-Defendants named herein is guilty of oppression, fraud and malice such that an award of punitive damages is appropriate.

SIXTH CAUSE OF ACTION

(Conversion against all Cross-Defendants)

60. Cross-Complainants reallege and incorporate by this reference each and every allegation contained in paragraphs 1 through 59, above.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- Cross-Complainants had and still have the right to possess the funds deposited to 61. the Prosperity Bank account ending in xxxx3161. Cross-Complainants received such funds from Ottogi America's retained attorney, Stephen Kang, PLLC, and authorized agent to be held in trust pending authorized instructions for the disbursement of such funds.
- Cross-Defendant Kang wrongfully and intentionally exercised dominion over funds 62. which Cross-Complainants had the right to possess by fraudulently inducing Cross-Complainants to transfer funds to persons and/or entities that were not entitled to such funds, and by retaining such funds knowing that they were not entitled to such funds, including \$2,493,000.00 allegedly received by the Gulf Cross-Defendants, and \$250,000 allegedly received by Choon Ja Kim and Souk Ghee Kim.
- Each of the Cross-Defendants named herein conspired with Kang to convert funds 63. to which Cross-Complainants had the right to possess by inducing Cross-Complainants to transfer funds from the Prosperity Bank account ending in xxxx3161 as alleged herein, and are jointly and severally liable with Kang for such conversion. Moreover, because Kang was an officer of each of the Gulf Cross-Defendants, his knowledge is imputed to the Gulf Cross-Defendants, to which funds allegedly belonging to Ottogi America were transferred.
- Cross-Defendants, and each of them have failed and refused, despite demand 64. therefor, to return to Cross-Complainants the funds transferred to them from the Prosperity Bank account ending in xxxx3161.
- 65. As a result of Cross-Defendants' conversion, Cross-Complainants have suffered damage in at least the amount of \$4 million.
- As set forth above, each of the Cross-Defendants named herein was guilty of 66. oppression, fraud and malice such that an award of punitive damages is appropriate.

SEVENTH CAUSE OF ACTION

(Money Had and Received against all Cross-Defendants)

- Cross-Complainants reallege and incorporate by this reference each and every 67. allegation contained in paragraphs 1 through 66, above.
 - As set forth above, Cross-Defendants named herein, and each of them, received 68.

money, unlawfully transferred to them from the Prosperity Bank account ending in xxxx3161. Cross-Defendants had no lawful right to possession of these funds.

- 69. Cross-Defendants are obliged in equity and good conscience to restore to Cross-Complainants the money unlawfully received by Cross-Defendants.
- 70. Despite demands therefor, Cross-Defendants, and each of them, have failed and refused to return money transferred to them from the Prosperity Bank account ending in xxxx3161.
- 71. As a result of Cross-Defendants' refusal to return money transferred to them from the Prosperity Bank account ending in xxxx3161, Cross-Complainants have been damaged in at least the amount of \$4 million.

EIGHTH CAUSE OF ACTION

(For Identity Theft -- Civil Code section 1798.92-198.97 - against All Cross-Defendants)

- 72. Cross-Complainants reallege and incorporate by this reference each and every allegation contained in paragraphs 1 through 71, above.
- 73. Cross-Defendant Kang, with the knowledge, assistance, and agreement of CEO Lee and GM Hong, acting individually and as agents of Ottogi America, used the identities of Cross-Complainants without authorization to among other things, secure contracts for the purchase of real estate, obtain powers of attorney, enter into a settlement agreement, sign escrow documents, and obtain possession of funds that purportedly did not belong to him.
- 74. As a result of the identity theft alleged herein, Cross-Complainants are entitled to (1) a declaration that they are not obligated to Ottogi America on the claims alleged in the Second Amended Complaint herein; (2) actual damages, attorney's fees, and costs, in an amount not less than \$4 million, and any equitable relief that the court deems appropriate; and (5) a civil penalty, in addition to any other damages, of up to thirty thousand dollars (\$30,000).

PRAYER FOR RELIEF

WHEREFORE, Cross-Complainants pray for judgment against Cross-Defendants, and each of them, as follows:

- 1. On each cause of action:
 - a. For damages in at least the amount of \$4 million;

25

26

27

Document 665-1 Filed 12/22/

Indomnification and Hold Harmless Ag. .. coment

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") is between Young & Husain, PLLC; Nomaan K. Husain, PC; Law Offices of Nomaan K. Husain, PC; Nomaan K. Husain (hereinafter referred to as YII) and Stephen Y. Kang, PLLC; Stephen Young Kang, PLLC; Law Offices of Stephen Kang PC; SK Holdings; SK Holdings, LLC; and Stephen Kang (hereinafter referred to as SK).

WHEREAS, SK desires to indemnify and hold harmless YH from any claims and/or litigation arising by, through, under or out of his representation of Ottogi America and/or Ottogi Korea, or Ottogi Property Trust Fund (hereinafter referred to as Ottogi) in connection with or related to the negotiation, purchase, transfer, and/or sale of property located in the state of California, or any other matter related to or arising from his representation of Ottogi.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, SK and YH hereby agree as follows.

TERMS

- 1. Indomnification and Hold Harmless: SK shall fully defend, indomnify, and hold harmless YH from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property, damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any government, federal, state, or legal governmental body or agency, arising by, through, or under SK's representation of Ottogi. This indemnification applies to and includes, without limitations, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, expert fees and related costs of expenses, and any reimbursements to YH for all legal fees, expenses, and costs incurred by it. SK further agrees not to sue NH fir any cause or matter arising from or related to his representation of Ottogi.
- 2. Authority to Enter Agreement: Each party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
- 3. Amendment; Modification: No supplement, modification, or amendment of this agreement shall be binding unless executed in writing and signed by both parties.
- 4. Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 5. Dispute Resolution: Prior to the commencement of any legal action the parties agree to mediate this dispute with a mediator in Harris County, Texas within 20 business days upon the request of any party to this agreement.
- 6. Attorney's Fees and Costs: If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any shall be entitled to recover.
- 7. Enforceability, Severability, and Reformation: If any provision of this Agreement shall be held to be invalid and/or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement in invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad and indemnification as possible. In the event that any aspect of this Agreement is deemed unenforceable, the Court is empowered to modify this Agreement to give the broadest possible interpretation permitted under the law. MIHPE 00100

CONFIDENTIAL

- 8. Applicable Law: This Agreement shall be governed by the laws if Texas.
- 9. Exclusive Venue and Jurisdiction: Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoover shall be exclusively brought and litigated in state courts of Harris County, Texas: Each party expressly consents and submits to this exclusive jurisdiction and venue. Each party expressly waives the right to challenge this jurisdiction and/or venue for any reason including but not limited to asserting that it is improper or inconvenient. Each party consents to the dismissal of any lawsuit it brings in any other jurisdiction venue.
- 10. Waiver of Jury Trial: Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be tried to Court. Each party expressly waives the right to try this matter before a jury and hereby expressly waives it right to a trial by jury arising out of or relating to this Agreement in any way whatsoever.
- 11. Coverage: Upon execution hereof, this Agreement shall remain in full force and effect for all past activities, actions, claims, demands, and shall apply to all future activities conducted by SK arising from or related to SK's representation of Ottogi. This Agreement shall not expire nor shall it be revoked.
- 12. Signatories: This agreement shall be signed on behalf of Stephen Kang, PLLC; Stephen Young Kang, PLLC; Law Offices of Stephen Kang PC; SK Holdings; SK Holdings, LLC; and Stephen Y. Kang, by Mr. Stephen Y. Kang and on behalf of Young & Husain, PLLC; Nomaan K. Husain, PC; Law Offices of Nomaan K. Husain, PC; Nomaan K. Husain, PC; Nomaan K. Husain.

Stor in my

Mr. Stephen Y. Kang for and on behalf of Stephen Kang, PLLC;

Stephen Young Kang, PLLC; Law Offices of Stephen Kang PC; SK Holdings; SK Holdings, LLC; and Stephen Y, Kang. 9-2-7014

Mr. Nomaan K, Husain for and on behalf of Young & Husain, PLLC;

Nomaan K. Husain, PC; Law Offices of Nomaan K. Husain, PC;

Nomaan K. Husain,

DEED OF SALE

This Deed of Sale (the "Agreement") is effective April 25, 2014,

BETWEEN:

Solo Gonzalez for Blaz Family Trust (the "Seller"), a family trust organized and

existing under the laws of the State of California.

AND:

Young & Husain, PLLC (the "Purchaser"), a professional firm existing in the

State of Texas,

1 SALE

The Seller does hereby sell, assign and make over, with legal warranty, to the Purchaser hereto present and accepting, the following immoveable property namely:

Approximately 37,088 square feet of land commonly known by the street address of W. 130th St., Gardena, CA 90249

An emplacement situated in the City of Gardena, State of California, known and designated as:

Assessor's Parcel Number: 6102-001-017

Bounded and described as follows:

Lot 25 in Block 5 of Panama Acres, in the City of Gardena, County of Los Angeles, State of California, as per map recorded in Book 15, Pages 138 and 139, of Maps, in the office of the County Recorder of said County.

2 TITLE AND POSSESSION

- The Seiler per Acceptance of Escrow Instructions and General Provisions will transfer and self the Property.
- 2.2. The Purchaser shall be the absolute owner of the presently sold Property as and from this date and will take vacant possession thereof forthwith.

3 SELLER'S DECLARATIONS

- 3.1. The Selier declares and warrants:
 - 3.1.1.That the Property is free and clear of all hypothecs and encumbrances whatsoever, save and except the notes per Lawyers Title report;
 - 3.1.2.That upon execution of the present Deed of Sale, the Purchaser shall have good and marketable title to the Property, free and clear of all encumbrances and rights;

Deed of Sale

14

Page 1 of 5

Ex. 2

- 3.1.3.That all assessments, taxes and rates, both general and special, affecting the Property, have been paid to date per Lawyers Title report;
- 3.1.4. That the Property is in conformity with all municipal by-laws and regulations and any governmental regulations which may be applicable;
- 3.1.5. That it has not received any notice from any federal, provincial, municipal or other governmental authority, board, commission or agency having jurisdiction over the Property notifying the Beiler or placing it in default to conform to any federal laws, by-law, ordinance or regulation relating to fire, health, zoning, posice rules or otherwise and the Seller is not aware of any violation or infraction thereof nor has it received any notice advising it of a proposed acquisition of any portion of the Property by such statutory bodies whether "à l'amiable", or by expropriation, or in any way suggesting that a reserve is contemplated with respect to the Property;
- 3.1.6. That it has not received with respect to the Property, any notices, demands, orders or directions from any federal, provincial, municipal or other governmental authority, board, commission or egency, notifying the Seller or placing it in default or requiring it to conform or perform work pursuant to any federal laws, regulations or by-laws relating to the protection of the environment;
- 3.1.7.That to its knowledge, the Property is not and has not been insulated with Urea-Formaldehyde foam and that it did not and does not contain any hazardous or waste products whether as landfill or otherwise;
- 3.1.8. That there are no contracts, agreements, arrangements or understandings between Seller and/or its predecessors in title with any third parties effecting the Property or to which the Purchaser would be bound;
- That there no claims, ections or judgments pending or outstanding which relate to the Property;
- 3.1.10. That the Property is in the state and as described in the location prepared by Lawyers Title report;
- 3.1.11, That the Seiler is classified as a US Resident and not as a "non resident person" within the meaning of the income Tax Act of the US and the Taxation Act, Celifornia Statutes, the Seiler making this present declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by and in virtue of the US Evidence Act; and
- 3.1.12. That the Selier declares that it has not contracted with any third party or real estate agent or broker and that no commissions or finder's fee and alike in relation to the present sale is due and holds harmless the Purchaser in relation thereto.

4 CONDITIONS

- 4.1. The present sale is thus made subject to the following charges and conditions, to the fulfillment whereof the Purchaser binds and obliges himself, namely:
 - 4.1.1.To pay the costs of this Deed, of its registration and of the required copies.
 - 4.1.2.To pay all assessments taxes and rates, both general and special, already imposed or which may hereafter be imposed upon the Property, as and from the date hereof, as well as

Deed of Sale

Page 2 of 5

all future installments of all assessments, payment whereof has been spread over a number of years; the eacrow agent, Guinness & Atkinson, hereto hereby acknowledging that all adjustments will be made between the Selfer and the Purchaser and to their mutual satisfaction, as and from the date of April 25, 2014.

- 4.1.3. Not to call upon the Seller to furnish any title deads or cartificates of search whatsoever, save and excepting those in his possession.
- 4.1.4.To take the Property In its present state and condition, having seen, viewed and examined the same and being therewith content and satisfied.

5 PRICE

- 5.1. The present Sale has thus been made for and in consideration of the price or sum of Eight Hundred Ninety Five Thousand U.S. Doltars (\$895,000.00), tawful money of US, on account of which and in deduction whereof the Seller acknowledges to have well and truly received of and from the Purchaiser herein, partly before and partly at the execution hereof, the sum of Eight Hundred Ninety Five Thousand U.S. Doltars (\$895,000.00), and whereof quit for so much.
- 5.2. Guinness & Atkinson will handle the custodian work of transferring said price money between the Seller and the Purchaser.

Place of payment and delivery of documents

Any payment, repayment, or delivery of documents due hereunder shall be made to the Seller at the address designated herein below or at such other place as the Seller may designate in writing to the Purchaser.

Propayment

Notwithstanding the term hereinabove stipulated, the Purchaser may prepay the said balance of price of sale, without notice or indemnity.

Principal hypothec

To secure the repayment of the balance of price of cale in capital, costs, accessorice, and the partismental of all the obligations of the Purchaser herein, the latter hereby hypothecatice in favor of the Seller, in the amount of

Incurance

The Furchaser binds and obliges himself to insure against loss by fire, and all other risks and partic normally covered by insurance, all the buildings which are or will be affected by the present hypothee for their full replacement value or, with the Sellor's concent, to the extent of an amount which must rever be loss than the amount of present belance of price of each plus all other sums cocured by a higher ranking hypothee or a prior claim on the immercable property herein cold.

The Furchaser hereby blade and obliges himself to ensure, as the Saller's mandstory, that the policies include the well the well hypothecary obtains in favor of the Saller, to inform the incurer of the Saller's hypothecary rights, to deliver the policies to the Saller, which policies shall contain the circuse usually stipulated in policies covering the same kind of risks, to maintain the policies in effect until full repayment of the present balance of price of eats, and to deliver to the Saller, at least _______days prior to the explay of all such policies, receipts evidencing their renewal.

M	NH
Deed of Sale	Page 3 of 9

Should the Purchaser fall to fulfill any of those obligations, the Seller, without projudice to any of his other recourses, may take out any new incurrence policies on the Purchaser's behalf and claim the immediate repayment of premiume, with interest form the day of their payment at the rate attpulated hereinabove.
The Seller may also, at the Purchaser's expense, notify any interested incurance company within hose not yet received notice of the present hypethec, a copy or extract of those presents being sufficient for this purpose.

The Purchager shall advice the Saller of any loce or dame without delay and shall not undertake repairs or reconstruction until the Seller has examined the promises and approved the proposed works

6 SPECIAL DECLARATION OF THE PURCHASER

The Purchaser herein declares that he is not a Transferee within the meaning of the US LAND TRANSFER DUTIES ACT, the Purchaser making this present declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by and in virtue of the US Evidence RULE.

7. LAWYERS TITLE AND INSURANCE

The Purchaser and the Seller have both reviewed and acknowledged the attached Lawyers Title report of April, 2014.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

SELLER PURCHASER Authorized ġ... 204 52 Dalt Solo Gonzalez for Blaz Family Trust Nomaan Husian, Young & Husain, PLLC POA By: Solo Gonzalez

Deed of Sale

Page 4 of 5

[intentionally left blank]

See Attachments for Separate Cost Items Later - This is 100% Costs for Sale of the Deed, Land and Real Property in CashValue Only.

Deed of Sale Page 5 of 5



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (Non-Residential) American Industrial Real Estate Association

2			

15}

	•	(Dale for Reference Furp
1. Buyer.	maan K. Husain, P.C.	•
	ntean N. Ausein, P.C. o purchase the real property, hereinsfar described, from the owner thereof ("Selfer") (collectively, the "Pa	("B),
(introduction of the	row ("Escrow") to close on or before Ten (10) days after the expiration of the Contingency	
	paing Date") to be hald by Metro Escrow (Sunny Lee)	(*Escrow Ho
WROSE BODIESS	is 3600 Wijshire Elivd, Suite 336 Los Angeles CA 90010	
tions the forms	Phone No. (213) 427-3600 , Facsimile No. ((213) 427-3601
assignment sna	and conditions sol forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's Il not refere Buyer of Buyer's obligations herein unless Solier expressly releases Buyer.	
1,2 17617	em "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in pa	tagraph 20.2) of this doct
the Property up	l counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller egrees to sell, an on terms accepted by both Parties.	d maket aftiees to batcur
2. Property.		
2.1 The rea	al property ("Property") that is the subject of this offer consists of (insert a brief physical description)	
	ly 39,879 square feet land	
La languard for the	Officed Catedonia	· · · · · · · · · · · · · · · · · · ·
	City of Gardena , County of Los Angeles	
State of Califo		
Gardena CA		
and a ledelly de	scribed as: to be furnished in escrow	
(APN: 610)	2-001-015).	
2.2 If the 1	egal description of the Property is not complete or is ineccurate, this Agreement shall not be invested and	the legal description sh
complated or con	rected to meet the requirements of Chicago Title (Anna Ma)	
2.3 The Party	"), which shall issue the title policy hereinaries described,	Harmer seekirks then assessed
applicable law as	party includes, at no additional cost to Buyer, the permanent improvements thereon, including those as part of the property, as well as the following sens, if any, owned by Seller and at present local ris (power panel, bus ducting, conduits, disconrects, splitting fixturesty telephone distribution systems (time and the property of the property as the property of t	sents which the purpus of on the Proposite: star
distribution system	ns (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (line.	s, backs and connections
space heaters; to	ealing, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fi	re detection systems; ca
window coverings	; wall coverings; and N/A	
		· · · · · · · · · · · · · · · · · · ·
0.4 79 - 5-		
2.4 The line	sprinkler monitor: I is owned by Seller and included in the Purchase Price, or I is leased by Seller, and	
naw loace พริมิ เทิง	sprinkler munitor: \square is owned by Seller and included in the Purchase Price, or \square is leased by Seller, and a five monitoring company.	Buyer will need to negot
naw loase will the 2.5 Except a	sprinkler monitor: I is owned by Seller and included in the Purchase Price, or I is leased by Seller, and	Buyar will need to negoti
naw loase with the 2.5 Except a N/A	sprinkler munitor: [] is owned by Selfer and included in the Purchase Price, or [] is leased by Selfer, and a five monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and	Buyar will need to negoti
now loase with the 2.5 Except a N/A 3. Purchas	sprinkler munitor: [] is owned by Seller and included in the Purchase Price, or [] is leased by Seller, and a few monitoring company. as provided in Paragraph 2,3, the Purchase Price does not include Seller's personal property, furniture and se Price.	Buyar will need to negoti
naw loase will the 2.5 Except a N/A 3. Purches 3.1 The purch	sprinkler munitor: [] is owned by Seller and included in the Purchase Price, or [] is leased by Seller, and a fire monitoring company. as provided in Paragraph 2,3, the Purchase Price does not include Seller's personal property, furniture and se Price. these price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be	Buyar will need to negoti
naw loase will the 2.5 Except a N/A 3. Purches 3.1 The purch	spiritiker monitor. □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and is no monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and se Price. Price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows:	Buyar will need to negoti
naw loase will the 2.5 Except a N/A 3. Purches 3.1 The purch	sprinkler monitor. □ Is owned by Seller and included in the Purchase Price, or □ is leased by Seller, and a few monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and seller for the Property shall be chase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash	Buyerwill need to negoti furnishings, and
2.5 Except : N/A 3. Purchas 3.1 The purc 1,200,000,00	spiritiker monitor. □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and is no monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and se Price. Price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows:	Buyar will need to negoti
naw losse with the 2.5 Except a N/A 3. Purches 3.1 The purches 1,200,000,00	spiritiker monitor. □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Seller's personal property, furniture and see Price. Price. thase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cesh transaction, the Purchase Price):	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except : NIA 3. Purchas 3.1 The purchas 1,200,000,00	sprinkler monitor. □ Is owned by Seller and included in the Purchase Price, or □ is leased by Seller, and a few monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and seller for the Property shall be chase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except : NIA 3. Purchas 3.1 The purchas 1,200,000,00	spiritifier monitor: □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a five monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and see Price. these price. these price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, Kany:	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except : NIA 3. Purchas 3.1 The purchas 1,200,000,00	spiritiker monitor. □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and seller price. Price, thase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cesh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, If any: (c) Buyer-shall felic life to the Property subject to the following existing depoted finest	Buyer will need to negoti furnishings, and
naw losse with the 2.5 Except a N/A 3. Purches 3.1 The purches 1,200,000,00	sprinkler monitor: □ Is owned by Seller and included in the Prochase Price, or □ is leased by Seller, and the monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Seller's personal property, furniture and seller price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, Kany; (c) Buyer-shall take title to the Property subject to the following-existing-deceigs of trust (Pakisting-Deceigs) of Trusts') securing the valuing promiserry noticial of "Seller"):	Buyerwill need to negoti furnishings, and
naw losse with the 2.5 Except a N/A 3. Purches 3.1 The purches 1,200,000,00	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and see Price. these price. these price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "Now Loan" as defined in paragraph 5.1, K any: (c) Buyor shall felse title to the Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Truct") securing the visiting promiseory note(s) ("Existing Note(s)"): (f) An Existing Dead(s) of Truct") securing the visiting promiseory note(s) ("Existing Note(s)"):	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except : NIA 3. Purchas 3.1 The purchas 1,200,000,00	spiritiker monitor; □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Seller's personal property, furniture and see Price. these price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "New Loan" as defined in paragraph 5.1, if any; (c) Buyer-shall take title to the Property subject to the following-existing-deced(s) of furst ("Existing Decedic) of Fund?) occurring the existing promisecy notice(s) ("Existing Notice)"); (f) An Existing Price ("First Note") with an unpekt principal belence as of the Glosing of approximatory;	Buyer will need to negoti furnishings, and
new loase with the 2.5 Except a N/A 3. Purchas 3.1 The purchas 1,200,000,000 Strike II not applicable)	spiritiker monitor; □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and seller price. Price, hasse price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, if any; (c) Buyor shall take title to the Property subject to the following existing decod(s) of frust ("Existing Decod(s) of Fruet*) occurring the existing promiseory note(s) ("Existing Nate(s)"); (f) An Existing Note ("First Notes") with an unpublic principal belance as of the Biology of approximation; Gold-First Note to payable of \$\frac{1}{2}\$ por monits.	Buyerwill need to negoti furnishings, and
new loase with the 2.5 Except : N/A 3. Purchas 3.1 The purch in 1.200,000,000 Slrike if not applicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and included in the Purchase Price, or □ is leased by Selfer, and in the monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and selfer of the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any: (c) Buyor shall felse title to the Property subject to the following existing dead(s) of frust (fixed ling Deag(s) of Trust') securing the existing premiseory note(s) of Existing Note(s)*; (d) An Existing Note ("First Note") with an unpulsion promiseory note(s) of Existing Note(s)*; (e) Buyor shall felse title to the Property subject to the following existing dead(s) of frust (fixed price of First Note) with an unpulsion promiseory note(s) of Existing Note(s)*; (fixed First Note is payable at \$\frac{1}{2}\$ for the payable at \$\frac{1}{2}\$ for the payable at \$\frac{1}{2	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except a N/A 3. Purches 3.1 The purch 1,200,000,000 Strike II not opticable)	spiritiker monitor; □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and seller price. Price, hasse price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, if any; (c) Buyor shall take title to the Property subject to the following existing decod(s) of frust ("Existing Decod(s) of Fruet*) occurring the existing promiseory note(s) ("Existing Nate(s)"); (f) An Existing Note ("First Notes") with an unpublic principal belance as of the Biology of approximation; Gold-First Note to payable of \$\frac{1}{2}\$ por monits.	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except a N/A 3. Purches 3.1 The purch 1,200,000,000 Strike II not opticable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and included in the Purchase Price, or □ is leased by Selfer, and in the monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and selfer of the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any: (c) Buyor shall felse title to the Property subject to the following existing dead(s) of frust (fixed ling Deag(s) of Trust') securing the existing premiseory note(s) of Existing Note(s)*; (d) An Existing Note ("First Note") with an unpulsion promiseory note(s) of Existing Note(s)*; (e) Buyor shall felse title to the Property subject to the following existing dead(s) of frust (fixed price of First Note) with an unpulsion promiseory note(s) of Existing Note(s)*; (fixed First Note is payable at \$\frac{1}{2}\$ for the payable at \$\frac{1}{2}\$ for the payable at \$\frac{1}{2	Buyerwill need to negoti furnishings, and
new loase with the 2.5 Except : N/A 3. Purchas 3.1 The purch in 1.200,000,000 Slrike if not applicable)	spiritiker monitor: □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and a price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cesh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, if any: (c) Buyer shall felke title to the Property subject to the following existing dead(s) of frust ("Existing Dead(s) of Truct") securing the existing promiseory note(s) ("Existing Nete(s)"): (f) An Edisting Note ("Truct Note) with an unput principal belence as of the Seller's Hote to psychio at \$ por menth, including interced at the rate of \$6 per annum unit peld (and/or the entire unput hote of such as unput to provide the entire unput hote of such an unput principal belance as of the entire unput hote of such an unput principal belance as of the entire unput hote of S6 per annum unit peld (and/or the entire unput hote of "Sevend Note") with an unput principal belance as of the	Buyerwill need to negoti furnishings, and
naw losse with the 2.5 Except : N/A 3. Purchas 3.1 The purchas 5.1.200,000,000 Strike if not publicable)	spiritiser monitor; □ I sowned by Seller and included in the Purchase Price, or □ is leased by Seller, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Seller's personal property, furniture and seller paragraph 2.9, the Purchase Price (Purchase Price) to be paid by Buyer to Selter for the Property shall be payable as follows: (a) Cash dawn payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, if any: (c) Buyer shall felse title to fine Property-subject to the following existing decode) of frust ("Existing Beed(e) of Frust") securing the adalting promisery noticle); "Existing Note ("First Notes") which are unpaid principal believes as of the Closing of approximatory; Self Flust Note to psychio ut \$	Buyerwill need to negoti furnishings, and
naw losse with the 2.5 Except : N/A 3. Purchas 3.1 The purchas 5.1.200,000,000 Strike if not publicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and selfer price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyer-shall take like to the Property subject to the following-existing-decoded of fivet ("Existing Receips of Frank") securing the existing promisery notice(*) ("Existing Note(*)")) (f) An Existing Receip of Frank's securing the existing promisery notice(*) ("Existing Note(*)")) (g) Clasking of approximatoly? Self-Per annum unit poid (endor the entire unpold hoters) with an unpold principal belongs as of the Classing of approximatoly; (ii) An Existing Note ("Second Note") with an unpold principal belongs as of the Classing of approximatoly; Self-Second Note is payable at \$ per menth;	Buyerwill need to negoti furnishings, and
naw losse with fit 2.5 Except : N/A 3. Purchas 3.1 The purchas 5 1.200,000,000 Strike if not opplicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and a Price. Price, thase price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash dawn payment, including the Deposit as defined in paragraph 4.3 (or if an all cesh transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyor shall take title to the Property subject to the following existing dead(s) of frust ("Existing Dead(o) of Frust") occurring the existing promiseory note(s) ("Existing Nete(o)"); (f) An Existing Dead(o) of Frust") occurring the existing promiseory note(s) ("Existing Nete(o)"); (f) An Existing Price ("First Note") with an unpublic principal belience as of the children interest of the rate of the payable of \$ por ennum unit peld (and/or the entire unpublication); (iii) An Existing Nete ("Second Note") with an unpublic principal belonce as of the Closing of approximately; Self-Second Note is proyable at \$ permenth; including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest at the rate of "for personner until peld (and/or the including interest).	Buyerwill need to negoti furnishings, and
naw loase with the 2.5 Except in 2.5 Except	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and selfer price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyer-shall take like to the Property subject to the following-existing-decoded of fivet ("Existing Receips of Frank") securing the existing promisery notice(*) ("Existing Note(*)")) (f) An Existing Receip of Frank's securing the existing promisery notice(*) ("Existing Note(*)")) (g) Clasking of approximatoly? Self-Per annum unit poid (endor the entire unpold hoters) with an unpold principal belongs as of the Classing of approximatoly; (ii) An Existing Note ("Second Note") with an unpold principal belongs as of the Classing of approximatoly; Self-Second Note is payable at \$ per menth;	Buyerwill need to negoti furnishings, and
naw loase with life 2.5 Except : 2.5 Except : NIA 3. Purchas 3.1 The purchas 3.1 The purchas in a 1.200,000,000 Strike if not opticable) Strike if not opticable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and selfer price (Purchase Price) to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyer-shall take like to the Property subject to the following-existing-decoded of fixest (Establing Decoded) of Fruet's occurring the existing promisery notice(+ (*Estating Note(-)**)); (f) An Estating Decoded of Fruet's occurring the existing promisery notice(+ (*Estating Note(-)**)); (g) Buyer-shall face (following Note (*Fruet Note)) with an unpaid principal belience as of the including Intercept at the rate of the personner unit poid (and/or the entire unpaid selection of selection of the Purchase Montey Decoder Fruet) including intercept absoluted of the personner unit poid (and/or the entire unpaid selector) shall prove shall give Selder of occide for trust (*Purchase Montey Decoder Fruet) on the file of the payor shall give Selder occided or trust (*Purchase Montey Decoder Fruet) on the file of the payor shall give Selder occided or trust (*Purchase Montey Decoder Fruet) on the file.	Buyerwill need to negoti furnishings, and
naw losse with fit 2.5 Except : N/A 3. Purchas 3.1 The pur 5 1.200,000,000 Strike if not applicable) Strike if not applicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price Price Property shall be payable as follows: (a) Cash dawn payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, if any: (c) Buyer-shall felke title to the Property subject to the following-existing-decide) of fivest ("Existing Bead(o) of Fault') occurring the existing promiseory noticle) ("Existing Noticle) ("An Existing Note of First Note") with an unpekt principal belence as of the closing of approximatory. Said Test Note to payable at \$ including interced at the rate of the entire unpekt belance to due on 1. (ii) An Existing Note ("Second Note") with an unpekt principal belonce as of the Glosing of approximatory: Said Second Note is payable at \$ permanting the permanting interced at the rate of first personner writipald (and/or the child united belonce) at due on 1.	Buyerwill need to negotic
naw losse with fit 2.5 Except : N/A 3. Purchas 3.1 The pur 5 1.200,000,000 Strike if not applicable) Strike if not applicable)	spiritifer monitor; □ I sowned by Selfer and included in the Purchase Price, or □ Is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and reproved in Paragraph 2.9, the Purchase Price (Purchase Price) to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "New Loan" as defined in paragraph 5.1, if any; (c) Buyer-shall take title to the Property subject to the following-existing-deod(s) of furst ("Existing Deod(s) of Funct") securing the existing promisecy note(s) ("Existing Note(s")); (f) An Existing Nete ("Funct") securing the existing promisecy note(s) ("Existing Note(s")); Cloaking of approximatory; Cloaking of approximatory; Cloaking Nete ("Second Note") with an unpoid principal belonce us of the existence playerorimatory; Self-Second Note is payable of \$\frac{1}{2}\$ ("per annum unit poid (and/or the entire unpoid belonce) is due on (") (ii) An Existing Nete ("Second Note") with an unpoid principal belonce us of the entire unpoid belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce us of the entire unpoid belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal principal belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce to due on (") (iii) An Existing Nete ("Second Note") with an unpoid principal belonce to due on (") (iii) An Existing Nete (") and the principal belonce to due on (") and the principal decoded in paragraph 5 (") and the principal decoded in paragra	Buyer will need to negotic furnishings, and \$ 1,200,000.08 \$
naw loase with life 2.5 Except : 2.5 Except : NIA 3. Purchas 3.1 The purchas 3.1 The purchas in a 1.200,000,000 Strike if not opticable) Strike if not opticable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ Is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and provided in Paragraph 2.3, the Purchase Price of Price. Price. (a) Cash dawn payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, if any; (c) Buyor shall take title to the Property subject to the following existing dead(s) of five! (Fixialing Dead(o) of Fauct) securing the existing promiseory note(s) ("Existing Nata(o)"): (f) An Existing Dead(o) of Fauct) securing the existing promiseory note(s) ("Existing Nata(o)"): (f) An Existing Dead(o) of Fauct) securing the existing promiseory note(s) ("Existing Nata(o)"): (g) Buyor shall take the office of the self-office of the payment of the existing promiseory note(s) ("Existing Nata(o)"): (h) An Existing Nata ("Second Note") with an unpaid principal belonce us of the entire unpold belance to due on the existing Nata(o)"): (ii) An Existing Nata ("Second Note") with an unpaid principal belonce us of the Good of the entire unpold belance to due on the promiseory of the entire unpold belance to due on the promiseory note of Buyor the Selfer depended in paragraph of the Property: to secure the promiseory note of Buyor to Selfer depended in paragraph of the Property: to secure the promiseory note of Buyor to Selfer depended in paragraph of the Property: to secure the promiseory note of Buyor to Selfer depended in paragraph of the Property; to secure the promiseory note of Buyor to Selfer depended in paragraph of the Property; to secure the promiseory note of Buyor to Selfer depended in paragraph of the Property; to secure the promiseory note of Buyor to Selfer depended in paragraph of the promiseory note of Buyor to Selfer depended in paragraph of the promiseory note of Buyor to Selfer depended in paragraph of t	Buyerwill need to negotic
naw loase with life 2.5 Except : 2.5 Except : N/A 3. Purchas 3.1 The purchas 3.1 The purchas 3.1 The purchas in the purchase	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and selfer price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyer shall take like to the Property subject to the following-existing decoded of finest ("Existing Readie) of Frank") securing the existing promiseory note(s) ("Existing Note(s)"); (d) An Existing Readie) of Frank") securing the existing promiseory note(s) ("Existing Note(s)"); (d) An Existing Note ("Frank Note") with an unput principal belongs as of the entire unput decine to due on the entire unput decine to due on the Existing Note ("Second Note is payable at \$ per menth; including intercet at the rate of the promiseory note of the entire unput believes the time of the entire unput believes the entire unput believes to the entire of the entire of the entire unput believes the entire of the entire entire transaction in the entire entire transaction in the entire entire transaction in the entire e	S 1,200,000.00
naw losse with the 2.5 Except and 2.5 Except and 2.5 Except and 3.1 Purchas 3.1 The purchas 3.1 The purchas and 3.1 The purchas and population and populatio	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and remaining company. as provided in Paragraph 2.3, the Purchase Price Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any; (c) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (d) An Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (e) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) has an unput principal belience as of the Closing of approximately; Self-First Note is payable at \$ per normal point (and/or the entire unput belience is due on price and the promisery note at Buyor to Selfer desended in paragraph 5 ("Purchase Money Notes") in the amount of: Total Purchase Price: Including interest to premisery note of Buyor to Selfer desended in paragraph 6 ("Purchase Money Notes") in the amount of: Total Purchase Price:	S 1,200,000.00
naw loase with the 2.5 Except and 2.	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and selfer price ("Purchase Price") to be paid by Buyer to Selfer for the Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price); (b) Amount of "Now Loan" as defined in paragraph 5.1, K any; (c) Buyer shall take like to the Property subject to the following-existing decoded of finest ("Existing Readie) of Frank") securing the existing promiseory note(s) ("Existing Note(s)"); (d) An Existing Readie) of Frank") securing the existing promiseory note(s) ("Existing Note(s)"); (d) An Existing Note ("Frank Note") with an unput principal belongs as of the entire unput decine to due on the entire unput decine to due on the Existing Note ("Second Note is payable at \$ per menth; including intercet at the rate of the promiseory note of the entire unput believes the time of the entire unput believes the entire unput believes to the entire of the entire of the entire unput believes the entire of the entire entire transaction in the entire entire transaction in the entire entire transaction in the entire e	S 1,200,000.00
naw losse with the 2.5 Except and 2.5 Except and 2.5 Except and 3.1 Purchas 3.1 The purchas 3.1 The purchas and 3.1 The purchas and population and populatio	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and remaining company. as provided in Paragraph 2.3, the Purchase Price Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any; (c) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (d) An Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (e) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) has an unput principal belience as of the Closing of approximately; Self-First Note is payable at \$ per normal point (and/or the entire unput belience is due on price and the promisery note at Buyor to Selfer desended in paragraph 5 ("Purchase Money Notes") in the amount of: Total Purchase Price: Including interest to premisery note of Buyor to Selfer desended in paragraph 6 ("Purchase Money Notes") in the amount of: Total Purchase Price:	S 1,200,000.00
naw loase with the 2.5 Except a 2.5 Except a 3.1 Purchas 3.1 The purchas 3.1 The purchas 3.1 The purchas 1.200,000,000 Strike if not applicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and remaining company. as provided in Paragraph 2.3, the Purchase Price Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any; (c) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (d) An Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (e) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) has an unput principal belience as of the Closing of approximately; Self-First Note is payable at \$ per normal point (and/or the entire unput belience is due on price and the promisery note at Buyor to Selfer desended in paragraph 5 ("Purchase Money Notes") in the amount of: Total Purchase Price: Including interest to premisery note of Buyor to Selfer desended in paragraph 6 ("Purchase Money Notes") in the amount of: Total Purchase Price:	S 1,200,000.00
naw loase with the 2.5 Except a 2.5 Except a 3.1 Purchas 3.1 The purchas 3.1 The purchas 3.1 The purchas 1.200,000,000 Strike if not applicable)	spiritifier monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.3, the Purchase Price does not include Selfer's personal property, furniture and remaining company. as provided in Paragraph 2.3, the Purchase Price Property shall be payable as follows: (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, K any; (c) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (d) An Existing Dead(s) of Frust) securing the existing promisery note(s) of Existing Net(s)*); (e) Buyor shall felte title to fine Property subject to the following-existing dead(s) of frust ("Existing Dead(s) of Frust) has an unput principal belience as of the Closing of approximately; Self-First Note is payable at \$ per normal point (and/or the entire unput belience is due on price and the promisery note at Buyor to Selfer desended in paragraph 5 ("Purchase Money Notes") in the amount of: Total Purchase Price: Including interest to premisery note of Buyor to Selfer desended in paragraph 6 ("Purchase Money Notes") in the amount of: Total Purchase Price:	S 1,200,000.00
naw losse with fit 2.5 Except : N/A 3. Purchas 3.1 The purchas 3.1 The purchas 3.1 The purchas 5 1.200,000,000 Strike if not applicable) Strike if not applicable) Strike if not applicable) B.2 If Suyor is mend payment of cees to pay such fit	spiritifer monitor; □ I sowned by Selfer and included in the Purchase Price, or □ is leased by Selfer, and a fire monitoring company. as provided in Paragraph 2.9, the Purchase Price does not include Selfer's personal property, furniture and remonitoring company. as provided in Paragraph 2.9, the Purchase Price Price Property shall be payable as follows: (a) Cash dawn payment, including the Deposit as defined in paragraph 4.3 (or if an all cosh transaction, the Purchase Price): (b) Amount of "New Loan" as defined in paragraph 5.1, if any: (c) Buyor shall felse title to fine Property subject to the following existing decode) of frust ("Existing Read(o) of Frust') occurring the existing promisery noticle) ("Existing Note) of Frust') occurring the existing promisery noticle) ("Existing Note) of Frust') occurring the existing promisery noticle) ("Existing Note) of Frust') occurring the existing promisery noticle) ("Existing Note) of Price Note) which an unpetit principal belonge as of the Closing of approximately: (ii) An Existing Note ("Second Note") with an unpetit principal belonge as of the Closing of approximately: (iii) An Existing Note ("Second Note") with an unpetit principal belonge as of the closing intercet at the rate of "fr-per annum writipated (and/or the entitle unpetit belong intercet at the rate of "fr-per annum writipated (and/or the entitle unpetit belong to the principal decode of the Property to secure the premissary rate of Buyor to Selfer depended in paragraph 6 ("Purchase Money Note") in the amount of: Total Purchase Price: I belief title to the Property outified to, or assuming, and Existing Dood of Trust and such dood of the less up to a maximum of 1.5% of the unpetit principal belance of the applicable Existing Note:	\$ 1,200,000.00 \$ \$ 1,200,000.00 \$ \$ 1,200,000.00 \$ 1,200,000.00 \$ 2 1,200,000.00 \$ 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2

4. Deposits. 4.1 □ Res	yer has delivered to Broker a check in the sum of \$	annelle la Parrent Information de la Latate d'Anne
មកដើ both Pariles	have executed this Agreement and the executed Agreement has been	payable to Escrow Holder, to be held by Broke to delivered to Escrow Holder, pr [2] Buyer shall deliver to Escrow
been delivered to	Escrow Holder. When cashed, the check shall be deposited into the	have executed this Agreement and the executed Agreement has Escrow's trust account to be applied toward the Purchase Price of
Buyer, be prompti	e Closing. Should Buyer and Seller not enter into an agreement for p ly returned to Buyer.	erchase and asia, Buyara chack or funds shall, upon request by
	in 5 business days after the Dete of Agreement, Buyer shall deposit wit (o be supplied to the Purchase Price at the Closing.	h Escrow Holder the additional sum of
(b) With Escrow Holder the 4.3 Escrow	in 6 business days after the contingencies discussed in paragraph 9.1 additional sum of \$ <u>MA</u> to be applied to the f Holder shall deposit the tunds depositing with it by Broar guesses to a	Purchase Price at the Closing.
Interest therefrom instrument is rede- interest bearing ac-	u baint in an interest positing account whose term is appropriate and shalf accuse to the benefit of Buyer, who hereby acknowledges that emed prior to its specified maturity. Buyer's Federal Tax Identification count cannot be opened until Buyer's Federal Tax Identification Number	consistent with the liming requirements of this transection. The I there may be penalties or interest forfeitures if the applicable in Number is
6-1-This offer	mlingensy-(Sid lio If not upplicable) rts conlin gent upon Buyer obleming from an Insurance company, liner	nolat katikulun or elker lendar, a commilment lo lend lo Buyar a
ed-ta-al-laupe-mus o-egaphom-teuri B-mac-l wolf-aril-to	31 N/A %-of the Purchase Price, at terms reasonably secoptal in the Property. If this Agreement provides for Solies to carry hack fund- eller shall have 7 days from receipt of the commitment setting forth the	le to Buyer. Such feen ("Now Load") shell be seemed by a fust Hillending, then Soler shell have the right to approve the fema
such proposed term	ns. Il Sollor falls to nellly Econow Holdor, in willing, of the disapprovel	within seld 7 days it shall be considered presumed that Beller
	reby-egrees to diligently pureuo-obtaining the New-Loan (f-Buyer-e	
writing within Buyer-has-either-of	days following the Deto-of Agreement, that the New Lean her stated sald New Lean or hos welved this New Lean-conlingency:	o not been existed, it shall be constrolyely presumed that
interest earned there 6. Seller Financia	ic diligence, Buyer-shall-nedity-ka-Broker, Eserow Hokker and Seifer, In ned skid-Now-Lear, his-Agreement-shek-be-terminaled, and Buyer- on, less-only-Eserow Hokker and Title-Company cancellation-tees and ng-Gwehose-Money-Note)- (Estine Krod opphosole)	aheit be entitled to the prempt return of the Deposit, plus any costs, which Buyer shall pay;
G.1 - The Purels	ese Monoy thate shell provide for Inlarest on unpaid principal at the re	to of N/A 16 per samum, with principal and inferest pold
6.2 - The Purchs	 The Purchase Ma thy used by Escrow Holder, and be junter and subsidirate only to the thomas but and the Purchase Money Deed of Trust shall confe 	
(a) - Frape)	mont Principal may be organic to whole as to apply to surface without	normit of the entire of the Divise
	fai ge. A late charge of 5% other so payeole with respect to any paym in Sale in the event the Dwyer sells or Verefors like to the Froporty of the leaves a facility to be a new to be full.	
S.3 -If the Purch	can like our Dond of Tout in its hor substrained to other formation to	constitution in a second
6.4 WARRENG: DEFAULTS ON THE	SALIFORNA LAW DOES NOT ALTON SERVING THE PROPERTY OF SALIFORNOS OF SALIF	or invalid which it will be subordingly.
 U.a.a.) crafteria ditrit 	ters. 7 real estate broker(s) ("Brokers") and brokerage relationships exist if	· ·
<u> </u>		represents Salier exclusively ("Selier's Broker");
ZI Solomon Realty	& Investment	represents Buyer exclusively ("Buyer's Broker"); or
J		represents both Seller and Buyer ("Dual Agency").
reparty for a senior of	ga that Brokers are the procuring cause of this Agreement, See parag yer shall use the services of Buyer's Broker exclusively in connection I year from the Date of Agreement.	s with mith mith mit utedonations and otters with tasbect to the
aregraph 7.1, and no b ansaction as the result armiess from and again miles party, other than	ler each represent and warrant to the other that he/she/it has had no title Agreement and/or the consummation of the purchase and as roker or other person, from entity, other than said Broken te/care and to di any destings or acts of such Party. Buyer and Seller do each he not any costs, expenses or liability for compensation, commission or a said named Brokers by reason of any dealings or act of the Indemnity.	is contemplated hardin, alber than the Brokers named in liked to any commission or finder's fee in connection with this naby agree to indemnify, defend, protect and hold the other
8.1 Upon accepted presment of purchase scrow. Escriw Holder	rig. ince hereof by Selfer, this Agreement, including any counter-offers inco and sale between Buyer and Selfer, but also instructions to Escrew I shall not breasts any full as account in the sale of the sale o	orporated herein by the Padies, shall constitute not only the Holder for the consummation of the Agreement through the
8.2 As soon as pre- fined in paragraphs 1.3 6.3 Escrow Holder actics of the community	n. Subject to the reasonable approval of the Parties, Exercise Holder medical sites the reasonable approval of the Parties, Exercise Holder medical sites the receipt of this Agreement and any relevant counterprifer 2 and 20.2 and advise the Parties and Excises, in mitigo, of the date is 4 intently authorized and instructed to conduct the Excross in according to the parties and Exercise the Excross in according to the testing the property is located, including any reporting requirementale where the Property is located and the law of the state where the	wy, nowever, include as standard general excroy provisions, in, Earnow Hokler shall ascertain like Date of Agreement as iscertained. Iscortained. Isnos with this Agreement, applicable law and custom and
6.4 Subject to sells	preveit. If a confingencies herein described, Escrow Holder shall be described, Escrow Holder shall be did not be recorded,	the same of the same of the
		SA
initals	Page 2 of 8	
	Page 2 or 8 na! Estate Association	inbeis Form OFA-4-2000

			.*
	•		
trebt the Automore			
6.6 Escrow Holder shall verify that 9.1 subparagraphs (b), (c), (d), (e), (g), (Parties only and are not instructions to E-	all of Buyar's contingencies have be), (n), and (o), 9.4, 9.5, 12, 13, 14, crow Holder	changes and Sellar shall pay the usual i rege owner's or joint protection policy of title on satisfied or waived prior to Closing. The 16, 18, 20, 21, 22, and 24 are, however, m	maters of agreement between the
Agreement, in the event of such terminality and Escrow Holder cannellation tees and	on, Buyer shall be promptly refunde	of a Buyer's Contingency, as defined in p coapt to the extent of a breach of any athem d all funds deposited by Buyer with Escrow bloation.	wive covenant or warranty in INIs. Holder, less only Title Company
the Closing does not occur by the Expect under this Agreement may notify the other said notice. the Expect was a like the control to the Community the control to the Community that the control to the	ed Closing Date, or as soon if ed Closing Date and said Date is no r Party, Escrow Holder, and Broken	rereafter as the Escrow is in condition for Ci all extended by mulual instructions of the Pr s, in willing that, unless the Closing occurs	arles, a Party noi then in default within 5 business days following
Holder's fees and costs or constitute a wagreements, covenants or warrantes controlled to the feet of this Escrow is templicated for	erein, the termination of Ecorowa siver, release or discharge of any lithed therein others than Sallad to	hall not relieve or release either Party from breach or default that has occurred in the	benouseace of are obligations!
master plans, feesibility studies and other required to deliver any such report if the vidissemination of the report to others. 9. Contingencies to Chesings.	similar Kems prepared by or for Bu visiten contract which Buyer entered	I into with the consultent who prepared su	eang studies, soll reports, maps, lowever, that Buyer shall not be th report specifically forbids the
9.1 The Claing of list fransaction, it ESCROW HOLDER, IN WARTING, OF THE BE CONCLUSIVELY PRESUMED THAT constitute disapproval, unless provision is Agreement, whichever is taler, for the satisary written disapproval or conditional approunters a different number of days is finering. (3) Disclaims, Seller shall make it.	EUYER HAS APPROVED SUCH made by the Selfer within the time faction of the condition imposed by the which it receives. With regard in the speces provided.	specified therefore by the Buyer in such the Buyer, Escrow Holder shall promptly p to subparagraphs (a) through (i) the pre-pr	recified Therein, IT SHALL are conditional approval at by this roude all Padies with copies of hied time periods shall control
("Property Information Sheet") concerning	the Property, duly executed by or o		ed Property Information Sheet
		O days from the receipt of said disclosures	
(b) Physical Inspection. Buyer has is later, to satisfy itself with regard to the phy	sical aspects and size of the Proper	of the Property Information Sheet or the t	Date of Agreement, whichever
(c) Hazardous Substance Condition Agreement, witchever is later, to safety Reet Substance Conditions Report concerning it Substance for purposes of this Agreement rander it subject to Federal, visite or local regi- Substance Condition for purposes of this Substance that would require remediation and	With regard to the environmental a e Property and relevant adjoining is defined as any substance whose the property of the property of the indicate of the indicate of the indicate of the indicate of the indicate of the indicate of indicate of indicate indicate of indicate of indicate indi	removel as bolenilely injurious to public he brobaties. Any accut tabout state to public he brobaties. Any accut tabout sites to public he	that Buyer obtain a Hazardous I for by Buyer, A Hazardous ranufacture, disposal or effect,
(c) Solf inspection, Buyer has 30 o later, to salisfy itself with regard to the condition be paid for by Buyer, Seller shall provide Buyer	rdays from the receipt of an of the solls on the Preperty. Self or copies of any solls report that Self	the Property Information Sheet or the Date	of Agreement, whichever is report. Any such report shall
from governments agencies or departments connection with its intended use of the Proper safety, fire, police, hendicapped and American (i) Conditions of Title, Escrow Holde by the Title Company, as well as tegliste copte	rus 30 or days from the which have or may have justificity, vincluding, but not limited to, pom a with Disabilities Act requirements, rehall cause a current commitment of all documents referred to in the manual cause. The department of the position of Agreement, Buyer has 10 days. The disapproval of Buyer of any,	Date of Agreement to salish itself with may in over the Property and which Buyer dea- sit and approvate required with respect to a temporalism and environmental matters, for this insurance ("Title Commitment) co- Title Commitment ("Undestying Document from the receipt of the Title Commitment as momentary encurrierance, which by the term	and to epprovate and permits ma necessary or destrable in coning, planning, building and nearning the Property issued to ") to be delivered to Buyer and Underlying Documents to
(g) Survey. Buyer has 30 or any ALTA file supplement based upon a surveyor, showing the signifection and boriocated within 10 feat of alther side of the Problemed a survey and approved the ALTA title extended coverage owners form of title policy, it	days from the receipt of the Title by propered to American Land Tit indary lines of the Property, any ea- perty boundary lines. Any such ay supplement, Buyer may elect with in which event Buyer shall pay any in in which event Buyer shall pay any	Commitment and Underlying Documents to be Association ("ALTA") standards for an in sements of record, and any laprovements, way shall be prepared at Buyer's direction	sellsly liself with regard to owner's policy by a licensed poles, structures and things
Holder with legible copies of all sesses, subter statement ("Estoppel Certificate") in the latest the Property, Seller shall use its best efforts to il Estoppel Certificate than Seler shall complete Lesses and Estoppel Certificate to eatlary itself	syments. Seller shell wilhin 10 or sees or rentis arrangements (colle form or equivalent to that publishe lave each tenant complete and exc and execute an Estoppel Certificats with regard to the Existing Leases i	days of the Dete of Agreement providively. Existing Loaces? affecting the P. V. d by the AIR, executed by Selfar and/or excute an Estoppel Cettificate, if any tenant f for that tenancy, Buyor has 10 days from and any other tenancy issues.	operty, and with a tenancy ich tenant and subtenant of ells or refuses to provide an the receipt of said Existing
("Other Agreements") known to Seller that will liself with recard to such Agreements	in 10 or days of the Date of affect the Property after Closing, B		Sher Agreements to satisfy
(k) Existing Notes. If paragraph 3.1(c) in legible copies of the Existing Notes, Existing De	ves not been stricken. Seller shall we	tikin 10 or days of the Date of Age	eament provide Buyer with
and our ment ma chosmid, escribe Holder aves by	DMDUV (60065) from the holders of	lha Evisilaa Matee a baassateisen etstement	artenature, and account
confirming: (1) the amount of the unpaid principal any impounds held by the beneficiary in connection	perance, the current interest rate, a	nd the date to which interest is paid, and (2) the dalure and amount of
Statements to satisfy itself with regard to such fine accordance or chance to the terms of son Exist.	inclus. Buyers obligation to dose i	days from the receipt of the Loan (conditioned upon Buyer being able to pun	Documents and Beneficiary chase the Property without

acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer,

(i) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any items or encumbrance effecting such personal property that it is aware of within

Page 3 of 8

provided, however, Buyer shell pay the transfer fee referred to in peragraph 3.2 hereof.

days of the Date of Agreement.

2000-American Industrial Real Estate Association

initials

Initials

Form DFA-48/00E

(m) Destruction, Damage or Loss. There shall not have occurred prior to the Closing, a destruction of, or demage or loss to, the Property or any portion thereof, from any cause whaleover, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or fess, Soler shall repair or cure, to see special or cure the toss prior to file cooking. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this transaction or to purchase the Property involvinging such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate his transaction, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, demage or loss has occurred prior to Closing.

(n) Material Change, Buyer shall have 10 days following receipt of written notice of a Material Change within which is salisty itself with regard to such change. "Material Change" shall mean a change in the stalls of the use, occupancy, lenants, or condition of the Proporty that occurs after the date of this offer and prior to the Change. Unless otherwise molified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

of this offer end prior to the Closing. Unless otherwise notified in writing. Escrow Holder shall assume that no Material Crisrige has occurred prior to the Closing.

(b) Seler Partitimence. The delibery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(c) Marrarikes. That each representation and warrarity of Seler herein be time and correct as of the Closing. Escrow Holder shall assume that this condition has been sellated unders notified to the contrary in writing by any Party prior to the Closing.

(d) Evoluting Pers. Peryment at the Closing of each trivitating prior to the Closing.

(d) Evoluting Pers. Peryment at the Closing of each trivitation and the contrary in writing by any Party prior to the Closing.

(d) Evoluting Pers. Pers and the Closing of the Closing of the Selection Holder that Brokers are a third party beneficiary of this Agreement, without the writine content of Brokers.

(e) All of the contingencies specified in this Agreement, without the writine content of Brokers.

(e) All of the contingencies specified in subparagraphs (e) through (p) of paragraph 9.1 are for the benefit of, and may be walved by, duyer, and may be deswithen herein returned to as "Buyer Confungency or any other mailer subject to Buyer's approved is experted for herein in a threely manner ("Desperoved Item"). Seller's filled in Seller's Election on the Expected Closing Date of "Seller's Election"). Seller's filled to Buyer within subject on the Expected Closing Date of "Seller's Election to the Expected Closing Date of play written closing to Buyer within subject on Seller's Election to the control of the Closing C

equivalent.

(d) If applicable, Estoppal Certificates executed by Sefer end/or the lenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the maining of internal Revenue Code Section 1446 or successor statutes, if Selfar does not provide such stiffdavit from reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing dedord from Seller's proceeds and tenit to Internal Revenue Service such atm as its required by applicable Federal law with respect to purchases from foreign sellors.

(f) If the Property is located in Celfornis, an effidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18652 or auccessor statutes. If Seller does not provide such affidavit in form reasonably sellaration to Busins a business days prior to the Closing, Escrow Holder shell at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such such as required by such satisfa.

least 3 business days prior to the Closing, Escrow Holder shell at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such stating.

(g) if applicable, a bit of sale, duly executed, conveying the to any included personal property to Buyer.

(h) if the Seller is a comporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow.

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds while transfer, or any other method exceptable to Escrow Holder as immediately collectable funds, no later than 200 P.M. on the business day prior to the Expected Closing Data.

(b) If a Purchase Menay Note and Purchase Money Dead of Trust agriculted for by this Agreement, the duly executed originals of those documents, the Purchase Money Dead of Trust being in recordable form, together with evidence of the issurance on the improvements in the amount of the fall explacement cost naming Beller as a mortigage fors puree, and a real estate tax service contract (a Buyer's expense), assume Seller of notice of the status of payment of real property laxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest to Lesse from specified in paragraph 10.2(c) above, duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreement and the purchase of the Seller of the Seller below a written essemble in Existing Notes.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreement and the purchase of the Purchase Money Note.

(d) He Buyer is a corporation, a duly executed by Buyer of the Seller that accrue after Closing under any Other Agreement and the purchase of the Purchase Money Note.

(f) if the Buyer is a cosporation, a duty executed corporate restriction and the property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title instruction effective as of the Closing, issued by the Title Corporary in the full amount of the Purchase Price, issueing title to the Property vested in Buyer, subject only to the exceptions approved by Buyer, in the event there is a Purchase Money Oeed of Trust in this transaction, the policy of title insurance shall be a ploit protection policy insuring both Buyer and Seljeu.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF PEAL PROPERTY, IT MAY BE ADVISABLE TO BETAN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED, A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSure YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

14. Providions and Adjustments.

THE PROPERTY THAT YOU ARE ACCURRING.

11. Prorations and Adjustments,
11.1 Taxes. Applicable real property taxes and special assessment bonds shall be provided through Escrow as of the date of the Closing, based upon the latest tax bit available. The Parties agree to prorate as of the Closing any faxes assessed against the Property by supplemental bit levied by reason of events occurring prior to the Closing. Payment of the provided amount shall be made promptly in cash upon receipt of a copy of any amontamental bits.

11.2 Insure nce. WARNING Any insurance which Seller mainteined will terminate on the Closing. Buyer is advised to obtain appropriate insurance to

11.3 Rentels, Interest and Expenses. Sol of Closing. The Parties agree to promptly adjus 11.4 Security Deposit. Security Deposits 1	so which Seliar makelained will terminate on the Closing. Buys necluled rentals, interest on Existing Notes, utilities, and operal to be the selection of the selection of the cash re- teld by Seliar shall be given to Buyer as a credit to the cash re- prorelled that is not determined or determinable at the Closing	ing expenses shall be promised as of the date for the Closing.
Initiats	Page 4 of 8	intigis
2000-American Industrial Real Entite Associatio	· u = ·	Form OFA-4-Bi00E

appropriate cash payment outside of the Excrow when the amount due is determined.

11.6 Varietiens in Existing Note Balances. In the avent that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid paince of such Existing Note(s), at the Closing will be more or less than the amount set forth in paragraph 3.1(b) hereof ("Existing Note Variation"), then the Prochase Morey Note(s) shall be reduced or increased by an amount of such Existing Note Variation. If there is to be no Purchase Money Note, in the Prochase Money Note, in an activation of the Prochase Money Note is acute Existing Note Variation.

11.7 Variations is New Loan Balance. In the event Boyer is obtaining a New Loan and the amount of the Prochase Money Note, it any, shall be reduced by the amount of such excess.

12.1 Safer's warenables and representations that a survive the Closing and delivery of the deed for a period of 3 years, and, are true, material and relied upon by Buyer and Broken in all respects. Salar hareby makes the following warranties and expresentations to Buyer and Brokens:

(a) Authority of Salets. Select is the commo of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided brain, and to perform Salar's obligations hereunder.

(b) Mathematica During Ecrows and Equipment Condition at Closing. Except as otherwise provided in paragraph 9.1(m) hereof, Selec shall maintain the Property until the Closing in its present condition, ordinary weer and lear excepted. The HVAC, phrobing, elevators, loading doors and electrical systams shall be in good operating order and condition, ordinary weer and lear excepted. The HVAC, phrobing, slevators, loading doors and electrical systams shall be in good operating order and condition, ordinary weer and lear excepted. The HVAC, phrobing, slevators, loading covers and selectical systams shall be in good ope

(f) Mo Terrant unknowney Proceedings. Color Is not the subject of a bankruptcy, Insolvency or probate proceeding.

(k) No Solid Bankruptcy Proceedings. Seller is not the subject of a bankruptcy, Insolvency or probate proceeding.

(i) Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Porchase Price nor knowledge of any tens or encombinances effecting such personal property, except as disclosed by this Agreement or otherwise in

the Prochase Price for knowledge of any sens or encombinances effecting such personal property, except as disclosed by this Agreement or charmos on writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have weived all inspections of the Property Buyer believes are necessary to protect is own interest in, and its contemprated use of, the Property. The Pacidis acknowledge that, except as otherwise statement, to expressmallations, inducements, promises, agreements, assurances, oral or written, concoming the Property, or any sepect of the occupational safety and health laws, Hazardous Studentee flews, or any other act, ordenices or law, here been made by either Party or Brokers, or rejective by district Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be usture prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer walvas any right that it may have to bring an action or proceeding against Seller or Brokers regarding seld recreasentation-convarianty.

Property anyway men, and in non-revent, buyer wares any norm mean near negressellation-coverance against seven or blockets begaining and registering properties. But A Any environmental reports, solid reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Selfar or Selfar's preparentatives, have been delivered as an accommodation to Buyer and without any representation or warrardy as to the sulfidency, accuracy, completeness, and/or variety of sald documents, all of which Buyer relies on the sown ack, Selfer believes said documents to be accurate, but Buyer as advised to reliefs appropriate consultents to review said documents and kneetigate the Property.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenents under Existing Lesses.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenents under Existing Lenses.

14. Buyer's Entry.

A say time during the Excrew period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests apecified in this Agreement. No destructive testing shall be conducted, however, without Beller's prior approval which shall not be unreasonably withheid. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition in was in prior to such entry or work, including the recompaction or removal of any distrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnity, defand, protect and hold harmides Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attempts (less), damages, including house for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

The Patilea shall each, dispatly and in good (sith, undertake all actions and procedures reasonably required to place the Escrew in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrew Holder or the Title Company.

14. Attorneys Feed.

15. Autorneys Feed.

18. Atterneya* Fees. If any Party or Broker brings an action or proceeding (including schitchion) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as horselfer defined) in any such proceeding, action, or appeal hereon, shall be entitled to reasonable atterneya* fees. Such fees may be swarded in the same such or recovered in a separate suit, whether or not such action or proceeding to pursued to decision or judgment. The term "Prevailing Party" shall include, without limbellon, a Party or Booker who substantially obtains or defeats the select sought, as the case may be, whether by compromise, selfoment, fudgment, or the abundantment by the other Party or defeate. The attorneys' fees award shall not be computed in accordance with any count fee schedulo, but shall be such as to fully reinfluxes at attorneys' fees reasonably incurred.
17.1 This Agreements/Amendments,
17.1 This Agreements/Amendments,

17.1 This Agreement supersedus any and all prior agreements between Sellor and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only it made in writing and executed by Buyer and Selter.

18. Proker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be table to and shall pay to Brokers the Brokersge Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokersge Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Classing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Memover any Party, Escrow Holder or Brokers herein shall dealine give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messanger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile fransmission.

19.2 Sarvice of any such communication shall be deemed made on the date of social receipt if personally delivered. Any such communication sent by grantee may such communication sent by guarantee next day delivery shall be deemed delivered 24 hours after the same is mailed. Communications sent by Utilied States Express Mail or overnight courier that facsimile transmission shall be deemed delivered 24 hours after delivery of the some to the Postal Service or courier, Communications trensmitted by guarantee next day delivery or mail. If such communication is received on a Saturday, Sunday or legal treation, it is sufficient, provided a next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional porcess to which, as communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

		<u>8V-</u>
iniVals 2008-American krduetriai Real Estate Association	Page 5 of 8	inklets Form OFA-4-8/00E

Los Angeles	on the date of October 31, 2012	
be deemed sutomatically ravoked.		, ((she))
20,2 The acceptance of this offer, or of any subsequent co paragraph 1.2, shall be deemed made upon delivery to the other Pa outstanding offer or counteroffer,	usk or purior strough metalti of a hork executed AUNUD duc	couditiousish accebiling (up 192)
21. LIQUIDATED DAMAGES. (This I inviduled Damages of	ragraph is applicable only if initialed by both Park	es).
THE LANGES WORTH THAT IT MOUTH BE IMPROVIDE	ADLE OR EXTREMELY DIFFICULT TO FIX DR	RIOR TO RIGHTNO THIS
AGREEMENT, THE ACTUAL DAMAGES WHICH WOUL OBLIGATIONS UNDER THIS AGREEMENT, THEREFORE	IF ASTED THE SATISFACTION OF WARREN	ULS TO PERFORM ITS
PROVIDED FOR THE BUYER'S SENERIT, BUYER BREACH	IF AT LEATINE ON HORACTION OR VARIVER OF	FALL CONTINGENCIES
DAMAGES IN THE WINDLYL OF \$ 36,000,00	LIPON PAYMENT OF CAID FILM TO	CELLED DISCED CHALL
BE RELEASED FROM ANY FURTHER LIABILITY TO SELL CHARGES SHALL BE PAID BY SELLER,	ER, AND ANY ESCROW CANCELLATION FEES	3 AND TITLE COMPANY
شاه		
	-	
Buyer initials	Seller Initials	
22. ARBITRATION OF DISPUTES, (This Arbitration of Disput	las maragerah is unu Kanhla — to to to to - to to a	i
COMMERCIAL RULES OF THE AMERICAN ARBITRATION SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY 3 ARBITRATORS WHO SHALL BE IMPARTIAL BEST SETATIONS.		
AGREEMENT, THEY SHALL BE APPOINTED LINDER TH	THE COMMERCIAL BUILDS THE ADDRESS TO	he subject of this
ARBITRATION HEARING, PRE-ARBITRATION DISCOVERY RULES OR STATE LAW APPLICABLE TO ARBITRATION PR		
THE AWARD IN ANY COURT OF COMPETENT JURISDICTION		
22.2 BUYER'S RESORT TO OR PARTICIPATION IN COURT OF COMPETENT JURISDICTION BY THE BUYER UNTIL THE ARBITRATION SESIETS IN AN ARREST TO THE		
MATTERS INCLUDED IN THE "ARRITRATION OF DIRECTOR		
AND APPEAL UNLESS SUCH RIGHTS ARE SPECIFICALLY IN	CVV TOO ARE GIVING UP YOUR JUDICIAL RIG	HTS TO DISCOVERY
UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF PROVISION IS VOLUNTARY.	CIVIL PROCEDURE. YOUR AGREEMENT TO	THIS ARBITRATION
WE HAVE READ AND UNDERSTAND THE FOREGOING AND INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION	AGREE TO SUBMIT DISPUTES ARISING OUT TO NEUTRAL ARBITRATION,	T OF THE MATTERS
AV.		
Buyer Initials	Saller Initials	
On All collections	· ·	•
23. Miscellaneous, 23.1 Sinding Effect. This Agreement shall be binding on the both of the Paties. Paragraphs 21 and 22 are each become acted but to	e Parties without regard to whether or not paragraphs 2:	1 and 22 are initialed by
executed. 23.2 Applicable Law. This Agreement sheet to governed by	is whose insure exity it injurated by body hatties at the (fill	is that the Agreement (s
Property is located. 23.3 Time of Espence. Time is of the essence of this Agreeme	benefitable series is militalitied to talet to! file lithia o	ii wa stata in which the
		deemed an original, and
signatures, is authorized and instructed to combine the signed signature pe	look on one of the counterwate with the counterpant 2/8	identical except for the
PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS	THER RESPECTIVE RIGHTS TO TRIAL BY JURY	'IN AMY ACTION OR
23.6 Conflict. Any conflict between the printed provision	s of this Agreement and the typewritten or handwidth	last natulative about he
24. Disclosures Regarding The Nature of a Pest Setup &		
24.1 The Parties and Brokers agree that their relationship(s) shall be livil Code, as summarized in paragraph 24.2.	governed by the principles set forth in the applicable se	stions of the California
24.2 When entering into a discussion with a real estate agent regarding that type of acency relationship or representation it has with the result.		
(a) Seller's Appel A Seller's popel studes - tietles		
is Buyer and the Seller, a. Diligent exercise of reasonable aktis and care and faith. c. A duty to disclose all facts known to the agent materially effec- ligent attention and observation of the Parties As appet to sell	in performance of the agent's dulles. b. A duty of hone	s with the Seliar, (2) To still and feir dealing and
arty which does not involve the affirmative duties ant fadd shows	to regard to engly to suff of the contractified reformation of	largined from the other
(b) Buyer's Agent. A selling agent can, with a Buyer's consent, ag	ee to act as agent for the Buyer only, in these situation	s, the agent is not the
· · · · · · · · · · · · · · · · · · ·		_84_
initials		
American industrial Resi Estate Association	i of B	विशिव्यंड
		Form OFA-4-8/00E

Selbr's agent, even if by agreement the ugent may receive companisation only for a Buyer has the following affirmative obligations. (1) To the Buyer the Buyer and the Seller, s. Diligent exercise of reasonable to the following and the Seller, s. Diligent exercise of reasonable to the seller s.		
to, or within the disjoint attention and observation of the Parties. An event	it materially affecting the value or desirability of the	property that are not known
from the other Party which does not involve the affirmative duties set forth a compart Representing Both Seller and Buyer. A neal estate again be the again of both the Seller and the Buyer in a transaction, but only will againly advantage, the seller and the Buyer in a transaction, but only will againly in the dealings with either Seller or the Buyer. In. Other duties to of this paragraph 24.2. (2) in representing both Seller and Buyer, the agent other Party that the Seller will accept a price less than the falling price or the of the agent in a real estate transaction do not tableve a Seller or Buyer if carefully read all agreements to assure that they adequately express their advise about real estate. If again or law addicts is desired, consult a competer.	un the knowledge and consent of both the seller at the Seller and the Buyer, a. A flduciary duty of the the Seller and the Buyer as stated above in their a may not without the exprese permission of the resp tithe Buyer will pay a price greater than the price of from the responsed buyer or propert their complete the	and the Buyer. (1) in a dual most care, integrify, honesty espective sections (a) or (b) sective Party, disclose to the fiered. (3) The above duties the Buser and Saller should
agents assisting in the transaction. Buyer and Select should each rend it is and the road estate agent in this transaction and that disclosure. Brokers have the liability (including count costs and elitrony's feas), of any Broker with real exceed the fee received by such Broker pursuant to this Agreement; probe applicable to any gross negligence or within misconduct of such Broker. 24.3 Contidually Information; Buyer and Select agree to identify to Broker considered by such Perty to be confidered its.	ener may receive more then and disclosure, depe- critishts each time it is presented, considering the 8 no responsibility with respect to any default or bin spect to any breach of duly, error or ordission relat rided, however, that the foregoing limitation on each ere as "Confidential" any communication or inform	inding upon the number of celebroship between them each hereof by either Party, ling to this Agneement shall an Broker's liability shall not allon given Brokers that is
25. Construction of Agreement, in constroing this Agreement, at heads considered a part of this Agreement, Whenever required by the context, the indicated to the contrary, the word "tays" as used in this Agreement shall m prepared by one of the parties, but rather according to its fet meaning as a w 26. Additional Provisions:	singular shall include the plural and vice versa. Un ean and refer to calendar days. This Agreement s hole, as if both partles had prepared it.	niess otherwise specifically shall not be construed as if
Additional provisions of this offer, if any, are as follows or are alliacted hereto 27 Of there are no additional provisions write "MONE":	by an addendum consisting of paragraphs, 27	through
27. Current tenants shall be month to month lease. Tenants	tava no lagea orizoament with Seller	
- CHalles	Tavo (10 lease agreement will i Schen.	
,		"
ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE B		
TO WHICH IT RELATES, THE PARTIES ARE URGED TO: 1. SEEK ADVICE OF COUNSEL AS THE TO SEVIEW AND INVESTIGATION OF THE TOP O	ENCES OF THIS AGREEMENT O	R THE TRANSACTION
SHOULD HUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SINTENDED USE.	TOTAL OF THE SOUNDERS OF THE FAC	PERTIFOR BUTERS
WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CA TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH	LLFORNIA, CERTAIN PROVISIONS OF THIS AG THE PROPERTY IS LOCATED.	Breement May Need
NOTE: 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE C 2. IF THE BUYER IS A CORPORATION, IT IS RECOMMENDED THAT The undersigned Buyer offers and agrees to buy the Property on the terms	TUIG ACCEPTICAT BY MOUSE BY WALL CASE	ORATE OFFICERS. lpt of a copy hereof.
•		
BROKER: Solomon Realty & Investment	BUYER: Nomaan K Huso	ain, P.C.
atn: Austin Kim	By: Stephen Kan	g Norman Hussin PC
Ille: ddress: 3807 Wilstifre Blvd. Suite 612	Dale: 00 26, 2018	3
Los Angeles, CA 90010	Name Printed: Stephen Kane	
elephone: 219-386-9300	THE ATTORNEY AT	Law.
acsimba: 213-386-0900	Telephone/Facalmile: 713-621-8900	
ederal ID No. DRE LIC # 01340203	Ву:	
· , · · · · · · · · · · · · · · · · · ·	Date:	
3 **	Name Pfinted:	
	Title:	
	Address:	
	Telephona/Facsimile:	
	Faderal ID No.	
	_ 	
		SV
trulate	₽ F	
Initials Page 7 of 8 American Industrial Real Estate Association	•	Initials
accelerate any was by the leading Weath Classical		Form OFA-4-8/00E

27. Acceptance,
27.1 Safer accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER:	SELLER:	
3."		
Alin:		
rung:	Date:	
Address:	Name Printed:	
	Title:	
Telephane:	Telephone/Facsimile:	
acsimile:		
edemi IO No.	Ву:	
	Dale:	
	Name Printed:	
	Title:	
	Address:	
	Telephone/Fecs/mile:	
•	Federal ID No.	

eCopyright 2000-By American Industrial Real Estate Association. All rights reserved, No part of these works may be reproduced in any form without permission to writing.

Initials 2000-American Industrial Roal Estate Association

; **-**

Page 6 of 8

Initials Form OFA-4-8/00E

OTT 0001751

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY given this 25th day of October 2012, I, Seung Yub Lee, a CEO of Ottogi America, Inc. of 1650 W. El Segundo Blvd., Gardena, California 90249, United States of America (USA) and Kangsik Hong, a Director of Ottogi Property Trust Company, L.L.C., of 1650 W. El Segundo Blvd., Gardena, California 90249, United States of America (USA) hereby appoint, nominate and constitute Nomaan Husain, PC and Stephen Kang, PLLC of Young & Husain, PLLC, a of 2700 Post Oak Blvd, Ste. 1220, Houston, Texas, USA (hereinafter called "the Attorney") to act as my true and lawful attorney in fact to do and/or execute all or any of the acts and things hereinafter mentioned for and in tny name and on my behalf, namely to:

- 1. to act as my negotiator/legal representative in 1654 El Segundo and 1635 W 130th St, land acquisitions in the State of California, and to represent me in all negotiations, discussions and dealings between me in my official company capacity and Austin Kim, President of Solomon Realty & Investment of 3807 Wilshire Blvd., Ste. 612, Los Angeles, CA, 90010, relating to the establishment of an offer, negotiation and closing the above referenced lands in the Deed with the name "Ottogi Property Trust Company, LLC and/or Ottogi America, Inc.", or such other name as is acceptable and approved by the said authority of this Power of Attorney, and the obtaining of a certificate and deed of such name and ownership at a simultaneous closing in connection therewith of this described transaction, and the obtaining of such other approvals, permits, licences and consents as may be necessary to acquire the lands described herewithin in good standing and title with the relevant local and/or federal authorities in 1654 El Segundo and 1635 W. 130th St. lands in the State of California (see attached detailed land descriptions and offer sheets aka Exhibit A);
- 2. to conclude, sign and execute the Closing of the 1654 Ef Segundo and 1635 W. 130th St. lands in the State of California on my behalf in the official company capacity and any other contracts in connection with the said Closing following such negotiations with the above authorities and to pay all fees, and expenses relating to the Closing and obtain good Deeds and titles therefor;
- 3. to conclude, sign and execute all documents required in connection with opening, managing and closing an escrow trust bank account noted below as authorized by the Supreme Courts of the State of Texas with tax ID provided by the state governmental and regulatory agencies on behalf of the

Page & y Lee FSY law firm and the holder of this Power of Attorney and the offering party. Nomaan Husain, PC, to be used for these purposes on behalf of the grantors of this Power of Attorney, Seung Yub Lee, of Ottogi America, Inc. and Kangsik Hong, of Ottogi Property Trust Company, LLC and all final sums will be recorded in the Settlement at Closing and any and all funds that are short will be paid at Closing by the grantors of this Power of Attorney and any and all funds that are in surplus will be paid back to the grantors of this Power of Attorney at Closing. The fund need to be sent as follows by the grantors of this Power of Attorney.

Banking Information:

Bank - Prosperity Bank, Statewide

Route Number - 113122655

Account Number - 1525083161

Account - Nomaan K, Husain, PC, IOLTA - Texas Access to Justice http://www.teaif.org/

Schedule of Payments:

- \$350,000,00 on or before October 26, 2012
- \$1,150,000,00 on or before November 2, 2012
- \$980,000,00 on or before November 2, 2012

The checks and funds will be sent as Nomaan Husain, PC, to an escrow agent and third party vendors for the purposes of this Power of Attorney by both Nomaan Husain, PC, and Stephen Kang, PLLC, per the instructions on or before Closing and throughout the process of offer, due diligence, and Closing of this said transaction. No fees for the Attorneys will be paid out of this amount unless instructed to do so by the grantors of this Power of Attorney. Attorney and Client privilege will be in place and a relationship will be formed under this attangement for this transaction via the use of the trust account.

The offer is made without any contingency conditions and as a cash buy, while some feasibility and due diligence will take place, the Closing will likely take place. Therefore, the Attorney will be fully released and indemnified if any and above Schedule of Payments are not made on time and Closing cannot take place. Also, in the event that the Closing does not take place through no fault of the offering party and Seung Yub Lee, of Ottogi America, Inc. and Kangsik Hong, of Ottogi Property Trust Company, LLC, then the held amount in trust and escrew will be returned to the grantors of this

2 Page 5 / Lee ESH Power of Attorney as long as the escrow agent returns any and all funds to the Attorneys.

- 4. to appoint and remove at the Attorney's discretion any substitute or agent under the Attorney (including advocates) and to delegate all or part of the foregoing powers to such person or persons.
- 5. to receive full indemnity and release from the granters as to the described transaction and its final results for both the Attorneys and Austin Kim. President of Solomon Realty & Investment, as the end results cannot be guaranteed and also the indemnity as to Austin Kim, President of Solomon Realty & Investment, from the granters to any and all claims if filed by the sellers.

AND IT IS HEREBY DECLARED THAT;

- i) I hereby undertake to ratify and confirm all and everything which the Attorney or any substitute or agent appointed by it under this Power of Attorney shall do, cause or purport to do by virtue of this Power of Attorney including in such confirmation whatsoever shall be done between the time of revocation thereof and the time of such revocation becoming known to the Attorney; and
- ii) I hereby authorize and empower the Attorney to acknowledge in the name, and as the act duly authorised by me, this Power of Attorney and to register and record the same in the proper office or registry in the United States of America and to do everything necessary for authenticating and giving full effect to this Power of Attorney; and
- iii) the Attorney in exercising the powers hereby conferred on it shall conform to the regulations and directions for the time being imposed on or given to it by me **PROVIDED ALWAYS** that no person dealing with the Attorney shall be concerned to see or enquire whether it is or is not acting in accordance with such regulations or directions and notwithstanding any breach of such regulations or directions committed by the Attorney in respect of any deed or instrument the same shall as between me and the person dealing with the Attorney be valid and binding on me to all intents and purposes; and
- iv) this Power of Attorney shall be valid for an indefinite period unless and until revoked by me in

3|Page Sylee writing; and

this Power of Attorney shall in all respects be interpreted in accordance with, and governed by: ٧) the laws of and applying in the State of Texas.

IN WITNESS WHEREOF I have executed this Power of Attorney.

SIGNED by

Soung Yub Lee GEO

Ottogi America, Inc.

Kangsik Hong

Director

Ottogi Property Trust Company, LLC

[intentionally left-blank]

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles
OnOctober 26, 2012 before me, a Notary Public,
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
DOU READ TOO Gestimission # 1817/090 \$ Watery Fublic - Coulfornia \$ Los Angeles Cognity Signature of Notary Public
++++++++++++++++++++++++++++++++++++++
Description of the Attached Document: Power of Attorney plus Acknowledgment Number of Pages: 5 including this page
Document Date: 10/25/2012
SPage

ADDENDUM TO THE POWER OF ATTORNEY

OF OCTOBER 25, 2012

This is an addendum to the Power of Attorney given by Seung Yub Lee of Ortegi America, Inc. and Kangsik Hong of Ottogi Property Trust Company, L.L.G. and only changes the provision indicated below and will not change any other terms and conditions to the original Power of Attorney aforementioned:

- (I) The lands described as 1654 El Segundo, and 1635 W. 130 St. will now be purchased only in the names of "Ollogisamerica, Inc." and
- (2). Provision 3-of the Funding schedule in the original Power of Attorney will now change to reflect the following:

Bank Prosperity Bank, Statewide

Rome Number: 113122655

Account Number: 1525083161

Account Name: Nomaan K.; Husain, P.C.; TOLTA — Texas Access to Justice: http://www.tum/toly/

Account Address: 2700 Post Oak Blvd., Ste. 1220, Houston, Texas, 77056, USA

Schedule of Payments:

\$350,000,00 on of before October 25, 2012

\$980,000.00 on or before November 2, 2012

\$1,010,000:00 on or before January 3, 2013

This allows for the proper allocation of equally \$1,170,000,00 for each for of land with one (1) offer outstanding and new one (1) offer to be made with twenty five (25) days of contingencies on or about lumpary 3, 2013. If both offers are not accepted by on January 28, 2013, then both offers will be cancelled and no closing will take place. If both offers are accepted by January 28, 2013, then within ten (10) days or on or about Petituary 7, 2013, the closing will take place to purchase the lands.

If this is in agreement, please sign below to indicate that the addendum terms are accurate

Emmany Horse

Seing Yub Lee CEO

Kangsik Hong, Director

Ottori America Inc

Ottogi Property Trust Company, L.L. C.

POWER OF ATTORNEY OF JANUARY 27, 2014 PER PURCHASE OFFER ON 1651 GARDENA LOT 25

BY THIS POWER OF ATTORNEY given this ____th day of January 2014, I, Seung Yub Lee, a CEO of Ottogi America, Inc. of 1650 W. El Segundo Blvd., Gardena, California 90249, United States of America (USA) and Kangsik Hong, a Director/General Manager of Ottogi America, Inc., of 1650 W. El Segundo Blvd., Gardena, California 90249, United States of America (USA) hereby appoint, nominate and constitute Nomaan Husain, PC and Stephen Kang, PLLC of Young & Husain, PLLC, a of 2700 Post Oak Blvd, Ste. 1220, Houston, Texas, USA (hereinafter called "the Attorney") to act as my true and lawful attorney in fact to do and/or execute all or any of the acts and things hereinafter mentioned for and in my name and on my behalf, namely to:

- 1. to act as my negotiator/legal representative in the 1651 Gardena, Land Lot 25 land acquisitions in the State of California, and to represent me in all negotiations, discussions and dealings between me in my official company capacity, relating to the establishment of an offer, negotiation and closing the above referenced lands in the Deed with the name "Ottogi America, Inc.", or such other name as is acceptable and approved by the said authority of this Power of Attorney, and the obtaining of a certificate and deed of such name and ownership at a simultaneous closing in connection therewith of this described transaction, and the obtaining of such other approvals, permits, licences and consents as may be necessary to acquire the lands described herewithin in good standing and title with the relevant local and/or federal authorities (see attached detailed purchase offer Exhibit A);
- 2. to conclude, sign and execute the Closing of the above referenced land from the Clause 1 in the State of California on my behalf in the official company capacity and any other contracts in connection with the said Closing following such negotiations with the above authorities and to pay all fees, and expenses relating to the Closing and obtain good Deeds and titles therefor;
- 3. to conclude, sign and execute all documents required in connection with opening, managing and closing an escrow trust bank account noted below as authorized by the Supreme Courts of the State of Texas with tax ID provided by the state governmental and regulatory agencies on behalf of the law firm and the holder of this Power of Attorney and the offering party, Nomaan Husain, PC, to be used for these purposes on behalf of the grantors of this Power of Attorney, Seung Yub Lee, of Ottogi

1 | Page

America, Inc. and Kangsik Hong, of Ottogi Property Trust Company, LLC and all final sums will be recorded in the Settlement at Closing and any and all funds that are short will be paid at Closing by the grantors of this Power of Attorney and any and all funds that are in surplus will be paid back to the grantors of this Power of Attorney at Closing. The fund need to be sent as follows by the grantors of this Power of Attorney:

Banking Information:

Bank - Prosperity Bank, Statewide

Route Number - 113122655

Account Number - 1525083161

Account - Nomaan K. Husain, PC, IOLTA - Texas Access to Justice http://www.teajf.org/

Schedule of Payments:

- \$300,000.00 on or before January 31, 2014.

The checks and funds will be sent as Nomaan Husain, PC, to an escrow agent and third party vendors for the purposes of this Power of Attorney by both Nomaan Husain, PC, and Stephen Kang, PLLC, per the instructions on or before Closing and throughout the process of offer, due diligence, and Closing of this said transaction. No fees for the Attorneys will be paid out of this amount unless instructed to do so by the grantors of this Power of Attorney. Attorney and Client privilege will be in place and a relationship will be formed under this arrangement for this transaction via the use of the trust account.

The offer is made with contingency conditions in the form of a loan and as a loan buy, while some feasibility and due diligence will take place, the Closing will likely take place only after the final approval of the loan to be guaranteed in the name of "Ottogi America, Inc." Therefore, the Attorney will be fully released and indemnified if any and above Schedule of Payments are not made on time or the loan is not approved and an expected Closing cannot take place. Also, in the event that the Closing does not take place through no fault of the offering party and Seung Yub Lee, of Ottogi America, Inc. and Kangsik Hong, of Ottogi Property Trust Company, LLC, then the held amount in trust and escrow will be returned to the grantors of this Power of Attorney as long as the escrow agent returns any and all funds to the Attorneys.

- 4. to appoint and remove at the Attorney's discretion any substitute or agent under the Attorney (including advocates) and to delegate all or part of the foregoing powers to such person or persons.
- to receive full indemnity and release from the grantors as to the described transaction and its final results for the Attorneys from the grantors.

AND IT IS HEREBY DECLARED THAT:

- i) I hereby undertake to ratify and confirm all and everything which the Attorney or any substitute or agent appointed by it under this Power of Attorney shall do, cause or purport to do by virtue of this Power of Attorney including in such confirmation whatsoever shall be done between the time of revocation thereof and the time of such revocation becoming known to the Attorney; and
- ii) I hereby authorize and empower the Attorney to acknowledge in the name, and as the act duly authorised by me, this Power of Attorney and to register and record the same in the proper office or registry in the United States of America and to do everything necessary for authenticating and giving full effect to this Power of Attorney; and
- the Attorney in exercising the powers hereby conferred on it shall conform to the regulations and directions for the time being imposed on or given to it by me <u>PROVIDED ALWAYS</u> that no person dealing with the Attorney shall be concerned to see or enquire whether it is or is not acting in accordance with such regulations or directions and notwithstanding any breach of such regulations or directions committed by the Attorney in respect of any deed or instrument the same shall as between me and the person dealing with the Attorney be valid and binding on me to all intents and purposes; and
- iv) this Power of Attorney shall be valid for an indefinite period unless and until revoked by me in writing; and
- v) this Power of Attorney shall in all respects be interpreted in accordance with, and governed by, the laws of and applying in the State of Texas.

IN WITNESS WHEREOF I have executed this Power of Attorney.

SIGNED by

Seung Yub Lee

CEO

Ottogi America, Inc.

Kangsik Hong Director

Ottogi Property Trust Company, LLC

[intentionally left blank]

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles 55
On
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. DOO HYUNG YOU Commission # 1993707 Notary Public - California Los Angeles County My Comm. Expires Nov 8, 2016 (Notary Seal)
++++++++++++++++++++++++++++++++++++++
Description of the Attached Document: Power of Attorney plus Acknowledgment Number of Pages: 5 including this page Document Date: 01/27/2014
5 Page

CONTRACT FOR LEGAL SERVICES

	DATE:	This contract is made on the			
	PARTIES:	This contract is between _Ottogi America, Inc, who shall be called "Client and Young & Husain, LLP, who shall be called "Attorneys".			
. •	ATTORNEYS	S: Attorneys are duly licensed to practice law in the State of California.			
	EMPLOYME	NT: Client, by this contract, employs Attorneys to represent client in all matters pertainingasset protection planning			
	ACCEPTANCE OF EMPLOYMENT: Attorneys, by this contract, accept employment to represent Client in all matters pertaining toasset protection planning				
-		BE PERFORMED: Attorneys agree to represent Client in all matters _asset protection planning			
	Any other matters or causes of action will require the execution of a new and separate contract for legal services.				
	Attorneys shall perform the following services as and when necessary or advisable:				

- 1. Advise Client of the legal rights, remedies and objectives at issue in the matter and make recommendations;
- 2. Prepare and file all necessary documentation, notaries, and other such legal papers;
- 3. Conduct such meetings as is necessary under the circumstances of the matter;
- 4. Conduct preparation, planning and execution of the matter as to any drafting and finalizing of the legal document needed; and
- Prepare, have executed, and file all records, deeds and other official papers as are necessary to properly conclude the matter.

COMMUNICATION WITH CLIENT: Attorneys shall keep Client reasonably informed about the matter by periodically advising Client of the status and progress of the case and by promptly complying with reasonable requests for information. Client understands that the attorney handling this matter will not always be immediately available because of other commitments, other business and other activities. Telephone calls will be returned by both Client and Attorney. Both Client and Attorneys recognize that it is often more efficient for both to communicate through the secretary of the attorney handling the case.

ATTORNEYS DO NOT GUARANTEE ANY RESULT IN THIS CASE. 5 Y Lee

It is recognized by both Client and Attorneys that it CONSULTATION WITH EXPERTS: may become necessary or advisable in the handling of this case to consult with and employ experts such as accountants, appraisers, bankers and other professionals and attorneys in specialized fields. Additional fees for such consultations will be incurred by Attorneys only after consultation with Client and with the permission of Client. Fees charged by such experts shall be paid by Client either by payment directly or by reimbursing Attorneys for such expenses.

3 * ASSISTANCE: To the extent reasonably necessary to enable Attorneys to perform the duties under this agreement the Attorney shall be authorized to engage the services of such legal assistants, law clerks and other such assistants to assist in the proper performance of the duties set forth in this agreement. Fees for such assistants shall be charged at a lesser rate than that of Attorneys. Attorney Fee is \$350.00 per hour in this matter as offered by Stephen Kang, PLLC, attorney in charge of this matter and Assistant Fee is \$75.00 per hour.

۳ و	FEES AND EXPENSES: For service	es rendered in this case Attorneys shall be entitled to ar
	upfront EARNED RETAINER of \$	3,500 .00. \$ 3,500 .00 of this retainer is to
	be paid immediately and the remaining	
	meeting, plus a payment plan schedule o	of NONE SYLES INITIAL

After the retainer is used, then a further retainer will be asked periodically as long as the matter is continuing and not concluded. 5 / Le-2 INITIAL

In addition, Client shall pay all case expenses as they are incurred, and attorneys shall be entitled to be reimbursed for out of pocket expenses. § 1/2 * INITIAL

RIGHT TO WITHDRAWAL BY THE ATTORNEYS: Attorneys have the right to withdraw from representing the Client at anytime if the Client does not make proper payments to attorneys pursuant to this Contract for Legal Services.

LAW GOVERNING AGREEMENT: The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties under this agreement shall be governed by the laws of the State of California.

AMENDMENTS: This agreement may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this agreement.

By: Stephen Kang Young & Husain, LLP

Stephen Kang, PLLC

Client

By:

Ottogi America, Inc.

SETTLEMENT BUY & SELL AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into as of August 26th, 2013, and is by and among Toltec Holdings, LLC and Marie Solymosi ("Toltec & MS"), on the one hand, and Nomaan K, Husain, PC ("Husain"), on the other hand.

Recitals

WHEREAS, Toltec & MS own that certain commercial real properties located at 1654 W. El Segundo Blvd., Gardena, California 90249, and 1635 W. 130th Street, Gardena, California 90249 (the "Property");

WHEREAS, on or about December 23, 2012, Austin Kim ("Kim"), a licensed real estate broker employed by Solomon Realty Investment (aka Solomon Realty & Investment, Inc.; hereinafter "Solomon"), acting as agent for Husain, approached Toltec & MS and expressed Husain's interest in purchasing the Properties;

WHEREAS, discussions ensued, and, on or about January 4, 2013, Toltec and Husain entered into an agreement whereby Husain agreed to purchase the Properties from Toltec & MS for a purchase price of one million two hundred eighty thousand dollars (\$1,280,000.00) for 1654 W. El Segundo Blvd., Gardena, California 90249, and one million two hundred fifty thousand dollars (\$1,250,000.00) for 1635 W. 130th Street, Gardena, California 90249, entitled Agreement and Escrow Instructions for Purchase of Real Estate (the "Agreement");

WHEREAS, in connection with the sale transaction, on or about January 4, 2013, Husain delivered to Central Escrow, Inc. a revised deposit of forty-four thousand one hundred dollars (\$44,100.00; hereinafter, the "Deposit") and to Mara Escrow, Inc. a revised deposit of eighteen thousand seven hundred and fifty dollars (\$18,750.00; hereinafter, the "Desposit");

WHEREAS, before the scheduled expiration of the contingency period, on or about January 28, 2013, Kim, on behalf of Husain, informed Toltec that the contingencies set forth in paragraph 9.1 of the Agreement could not be approved or waived due to an issue of soil contamination and, as a result, the sale closing would have to be delayed;

WHEREAS, in reliance upon Kim's representation, Toltec agreed to extend the deadline for the removal of contingencies pursuant to paragraph 9.1 of the Agreement to three weeks from the original contingencies removal date;

WHEREAS, thereafter, and on reliance on similar representations made by Kim, on behalf of Husain, regarding the existence of soil conditions (all of which were knowingly false when made), Toltec agreed to extend the deadline to waive contingencies at least three (3) additional times – most recently, to May 10, 2013;

Toltec MS MS Husain M

LA/1513949.1

WHEREAS, after Toltec agreed to the final extension, Kim, on behalf of Husain, made express assurances to Toltec that the sale contemplated by the Agreement would close on or before May 10, 2013;

WHEREAS, Toltec thereafter learned of the true reason for the delay in closing the sale transaction contemplated by the Agreement – that, unbeknownst to Toltec, Husain had no intention of going forward with the purchase of the Property unless and until Husain was able to secure the purchase of parcels adjacent to and neighboring Toltec's property belonging to MS (including but not limited to the adjoining property at 1635 130th Street, Gardena, California);

WHEREAS, Husain's intentions (which placed the transaction in high risk of failure), of which Kim was fully aware, were never disclosed to Toltec:

WHEREAS, on or about June 18, 2013, Toltec issued a Notice to Buyer to Perform under the Agreement;

WHEREAS, Husain did not thereafter take any action to close on the sale transaction until July 2013, by this Agreement along with MS's consent to close as well based on a side agreement allowing the Sellers to sue Kim in exchange for Husain closing on both lands which in turn would go to Husain's client per attached Deed and Settlement Exhibits;

WHEREAS, on or about July 10, 2013, Toltec and MS agreed to sell the lands to Husain in a cash transaction by this settlement under the Agreement and the related escrow closings by Toltec and MS and Husain;

WHEREAS, on August 20, 2013, Kim responded that he disputed the release of the Deposit in escrows and asserted a right to a commission payment for procuring buyer Husain;

WHEREAS, as of the above-stated effective date, Toltec and MS and Husain have agreed to settle disputes among them, pursuant to the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Toltec and MS and Husain (hereinafter, and where appropriate, collectively referred to as the "Settling Parties") agree as follows:

Terms of Settlement Agreement

1.	The Recitals above are incorporated herein by this reference	æ.
----	--	----

	2.	In consideration for the fulfillment of the covenants and promises set forth
herein,	the Set	tling Parties have agreed as follows;

Toltec 1	MS MS	Husain M
		

LA/1513949,1

- a. Within three (3) calendar days of the full execution of this Settlement Agreement, Husain will pay Toltec and MS an one-time, lump sum of two million five hundred thirty thousand dollars (\$2,530,000.00) in immediately available funds (e.g., cashier's check or money order or by a wire) and will deliver said sum to Toltec's counsels; and
- b. Toltec and MS hereby transfer any right title and interest it may have in the Properties to Husain and shall take any and all steps necessary to effectuate a transfer of the Title to Husain. Husain will support and cooperate with any efforts on the part of Toltec and MS to release the Deposit from Central Escrow, Inc., and Mara Escrow, Inc., including but not limited to providing support and cooperation in any litigation that may arise between Toltec and MS, on the one hand, and any third party (including but not limited to Kim and/or Solomon), on the other hand relating in any manner to the Deposit and commission.
- 3. Except for the rights and obligations created or preserved by this Settlement Agreement, and except as otherwise stated below, Toltec and MS fully and forever generally releases, acquits and discharges Husain, together with any and all of Husain's past and present affiliates, employees, agents, partners, insurers, attorneys, assigns, servants, spouses, children, heirs, executors and representatives (the "Husain Released Parties"), from any and all claims, demands, rights, rights to fees of all kinds, causes of action, damages, losses, attorneys' fees and expenses, and costs of every kind and nature whatsoever, known or unknown, fixed or contingent, which Toltec and MS ever had or now has against any one or more of the Husain Released Parties arising out of and/or relating to the sale transaction of the Property.

It is expressly agreed that nothing set forth herein shall be deemed to constitute a release, acquittal and/or discharge of Austin Kim, Solomon from any liability to Toltec and MS and Husain for any matters whatsoever, including but not limited to those matters arising out of and/or relating to the sale transaction of the Property and/or the Deposit and/or Commission.

4. Except for the rights and obligations created or preserved by this Settlement Agreement, Husain fully and forever generally releases, acquits and discharges Toltec and MS, together with any and all of Toltec and MS's past and present affiliates, employees, agents, partners, members, managers, directors, officers, shareholders, owners, insurers, attorneys, assigns, servants, spouses, children, heirs, executors and representatives (the "Toltec and MS Released Parties"), from any and all claims, demands, rights, rights to fees of all kinds, causes of action, damages, losses, attorneys' fees and expenses, and costs of every kind and nature whatsoever, known or unknown, fixed or contingent, which Husain ever had or now has against any one or more of the Toltec and MS Released Parties, without limitation.

Toltec MS MS Husain M

LA/1513949.1

5. Toltec and MS and Husain acknowledge that they have read, considered and understand the provisions and significance of Section 1542 of the California Civil Code, which presently provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Toltec and MS and Husain expressly waive any and all rights they have or may have under Civil Code § 1542, as now worded or hereafter amended, with respect to the releases set forth in Sections 3 and 4, above. In connection with this waiver, Toltec and MS and Husain acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the claims, matters and causes of action released by this Settlement Agreement. Nevertheless, Toltec and MS and Husain intend by this Settlement Agreement to release fully, finally and forever all matters released herein. In furtherance of such intention, the releases as set forth in this Settlement Agreement shall be and remain in effect as full and complete releases of such matters released herein notwithstanding the discovery or existence of any additional or different claims or facts relevant thereto. It is expressly understood and agreed that this waiver of Civil Code § 1542 and the releases set forth herein are material terms of this Settlement Agreement, and were negotiated between and among Toltec and MS and Husain.

- 6. Toltec and MS and Husain hereby represent and warrant to one another that they have not previously assigned, transferred or granted, or purported to assign, transfer or grant, any claim, matter, or cause of action, which is being released herein.
- This Settlement Agreement shall bind and inure to the benefit of the respective successors and assigns of Toltec and MS and Husain.
- 8. This Settlement Agreement is executed and delivered within the County of Los Angeles, State of California, and the rights and obligations of the Settling Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- 9. In any legal action or proceeding to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover his/her reasonable attorneys' fees actually incurred, together with other costs relating to any such legal action or proceeding.

Toltec 4	MS MS	Husain Aff
TORIEC	M2 11.2	Husain / H

LA/1513949.1

- 10. This Settlement Agreement represents the entire agreement between the Settling Parties and supersedes all prior agreements and discussions. There are no warranties, representations, agreements, promises or terms other than set forth herein.
- 11. The terms of this Settlement Agreement may be waived, novated, modified or amended only by a writing signed by the party against whom said waiver, novation, modification or amendment is asserted.
- 12. Each natural person signing this Settlement Agreement on behalf of a business entity represents and warrants that he or she has the authority to bind such business entity to this Settlement Agreement.
- 13. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail may be used and shall be binding on all Settling Parties.
- 14. The Settling Parties agree that, pursuant to California Code of Civil Procedure section 664.6, a court of competent jurisdiction may enforce the settlement until performance in full of the terms of the settlement.

WHEREFORE the Settling Parties have executed this Settlement Agreement as of the date set forth below.

Dated:	Dated:
Toltec Holdings, LLC	Nomaan K. Husain, PC
A representative of Toltec Holdings, LLC with authority to bind Toltec Holdings,	By: Nomean Husain A representative of Nomaan K. Husain, PC with authority to bind Nomaan K. Husain,
LLC to this Settlement Agreement	PC to this Settlement Agreement
Marie Solymosi, Individually	
By: Gard Soly	
Print name:	
Toltee 15	MS MS Husain
LA/1513949.1	

Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/17 Page 90 of 195



CENTRAL ESCROW, INC.

3660 Wilshire Blvd., #108, Los Angeles, CA 90010 Tel:(213)925-5547 • Fax:(213)568-3918

ESCROW INSTRUCTIONS & ACCEPTANCE

Date: August 27, 2013

Escrow No.

5048885-KK

Re:

1654 W El Segundo Blvd, Gardena, CA 90249 and

1635 W. 130th Street, Gardena, CA 90249 (Mara Escrow, Inc.)

To All;

Please find enclosed following instructions & aceptance for the above referenced escrow -

1. The parties agree that per clause 4 of the purchase agreement with original contingencies removal date based on the soil and environment tests by August 15, 2013, due to due diligence on the feasibility study for company plan, the closing will take place for Properties referenced above. Buyer and Seller agree to indemnify, defend and hold Escrow Holder, its employees and officer of the corporation, real estate agents and/or brokers harmless from any liability or loss in connection with this instruction. Attached instruction is to be used for wiring of the total sum of \$2,530,000.00, for closing on or before August 28, 2013.

All other terms and conditions of this escrow shall remain the same. All parties signing this instruction acknowledge receipt of a copy of same.

Wiring Instructions:

See attached.

END

SELLERS:

Toltec Holdings, LLC

By: Adrian García De Alba, President

Marie Solymos

Individually

BUYER:

Nomaan Husain, PC POA Third Party Entity



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)
American Industrial Real Estate Association

Znd

	· · · · · · · · · · · · · · ·	January 4, 2013 (Date for Reference Purpo)
1. Buyer.		
1.1 No	mean K. Husain, P.C.	(Bu)
hereby offers t	purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Pa	utiles" or individually, a 'Pel
through an esc	ow ("Escrow") to close on or before Ten(10) days after the expiration of the Contingency	Lettoo .
	paint Date) to be held by Central Escrow (Eddie Kang)	f Eactow time
MUQ29 BOOLess	is 3880 Wilshire Blvd. Suite 108 Los Angeles CA 90010 , Facsimile No. (213) 389-8300 , Facsimile No.	(213) 389-1881
upon the terms	and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's	nghis hereunder, but any
assignment sha	il not relieve Buyer of Buyer's abligations herein unless Seliet expressly releases Buyer.	
or a subsequent the Property up: 2. Property.	im "Date of Agreement" as used ferein shall be the date when by execution and delivery (as delined in p counterafier thorato, Buyer and Saller have reached agreement in writing whereby Seller agrees to sell, a in terms accepted by both Pariles. Jeroperly ("Property") that is the subject of this offer consists of (asset a brief physical description)	ug griket stillege in bruckse
	y 39,679 square feet land	
is located in the	City of Gardena . County of Los Angeles	
State of Califo		
Gardena CA		
	sorbed as: to be furnished in escrow	
2.2 If the I	2-001-016). spal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid an ecicle to meet the requirements of Lawyers Title (Andry YI)	d the legal description shall
2,3 The Pro applicable law a distribution system space heaters; h	7, which shall issue the life policy hereinefter described. yearly includes, at no additional cost to Buyer, the permanent improvements thereon, including those we a part of the property, se well as the following leans, if any, owned by Saller and at present loca as (power panel, bus ducting, conduits, disconnects, lighting foateres); telephone distribution systems (line salling, ventileling, air conditioning equipment ("HVAC"); air times; five sprinkler systems; security and if	ia, jacks and connections o
window coverings	; walt coverings; and <u>N/A</u>	
		
N/A 3. Purchis		l fundshings, and
	hase price ("Furchase Price") to be paid by Buyer to Seller for the Property shall be	
<u>\$ 1,280,000.00</u>		
	(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash	a 1 190 000 00
(Striks If not	Iransaction, the Purchase Price):	s_1,280,000.00
applicable)	(b) Amount of "New Loan" as defined in paragraph 5.1, if any:	•
approduct	for teleproject and popular and entries of both after the control of the control	<u> </u>
	(o)—Buyer shed lake like tekho Property subject to the following substing decot(o) of frust ("Entaing Decot(o) of Trust") according the oxiding promisory note(o) ("Existing Note(o)")) (ii) An Existing Holo ("First Note") with an unpuls pulsayist beasing on other	
	Glacing of approximatoly:	2
	Sold First Note to payable at 5 per month;	*
Etriko if nat	including interest at the rate of % per annum until pold (and/or the	
ppilcabia)	entike unpold balance is due on	
	(I)—An Existing Note (*Casend Nate') with an unpeld principal belonce as of the	
	Glosique of approximately:	5
	Said Second Note is payable at 6 per month;	
	Including Exercist of the rote of	
Stalling if and	maller separate hadron or for due on	
H rika if not opiloable)	antire unpaid belance is due on	
	(d)—Bulyar ahali gira Seker a dood of Irrat ("Furchaee Money Bood of Trust) on the Property, to secure the premiassry note of Buyer to Seller described in paragraph 6	
	(d) - Buyer shall gire Celter a deed of trust ("Purchase Money Bood of Trust") on the	\$
3 *	(d)—Bulyar ahali gira Seker a dood of Irrat ("Furchaee Money Bood of Trust) on the Property, to secure the premiassry note of Buyer to Seller described in paragraph 6	\$\$ 1,280,000.00
3-2-II Buyer is mand payment of	(d)—Buyar shall give Setter a dood of frost ("Purchase Monay Bood of Trust") on the Property to secure the promises y note of Buyer to Seller described in paragraph 6 ("Purchase Monay Note") in the amount of: Total Purchase Price: Lating Kilo to the Property-subject to, or assuming, and Existing Dood of Trust and such dood of the feet inciding, but not limited to, points, proceeding foos, and appraisal foos as a condition to the feet.	st panyils the bandilator
3-2-II Buyer is mand payment of	(a)—Briggs chall give Setter a dood of frost ("Purchase Money Bood of Trust") on the Property-to secure the premissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of: Total Purchase Price: - Laking fills to the Property outpect to, or assuming, and Existing Dood of Trust and such Good of Lev	st panyils the bandilator
3.2-II Buyer is mend payment of	(d)—Buyar shall give Setter a dood of frost ("Purchase Monay Bood of Trust") on the Property to secure the promises y note of Buyer to Seller described in paragraph 6 ("Purchase Monay Note") in the amount of: Total Purchase Price: Lating Kilo to the Property-subject to, or assuming, and Existing Dood of Trust and such dood of the feet inciding, but not limited to, points, proceeding foos, and appraisal foos as a condition to the feet.	st panyils the bandilator
3-2-II Buyer is mand payment of	(d)—Buyar shall give Setter a dood of frost ("Purchase Monay Bood of Trust") on the Property to secure the promises y note of Buyer to Seller described in paragraph 6 ("Purchase Monay Note") in the amount of: Total Purchase Price: Lating Kilo to the Property-subject to, or assuming, and Existing Dood of Trust and such dood of the feet inciding, but not limited to, points, proceeding foos, and appraisal foos as a condition to the feet.	st panyile the banefisiary
3-2II-Duyer is emend payment of grees to pay such k	(a)—Buyar shall give Setter a dood of frost (Firefose Money Bood of Frest) on the Property-to secure the premises y note of Buyar to Seller described in paragraph of the promises the provide of the Property Setter to the Secure of the Property Setter to the Secure of the Property Setter to the Secure of the Setter of Setter of Setter of Security Security Setter of Setter of Setter of Security Security Setter of Setter of Security S	est parmile the bonoficial mater of the Property. I

 Deposits. II Buyer has delivered to Broker a check in the st 	um of \$	payable to Escrow Holder, to be held by E	itoker
until both Parties have executed this Agreement and the exe	sculed Agreement has been e		
Holder a check in the sum of \$ 38,400,00 been delivered to Escrow Holder. When cashed, the check	shall be deposited into the E		rice of
the Property at the Closing. Should Buyer and Seller not en Buyer, be promptly returned to Buyer.	Refille at egreament for pu	ACUTER SING SENS, DOYAL'S CHECK OF INIOS SHAW, OPON INCOME.	,,,,
4.2 Additional deposits:	and formation damped and	Page at 1-1 decide addillard of or	
(a) Wilhin 6 business days after the Date of Agreem 5 N/A to be supplied to the Purchas	e Price at the Closing.		
(b) Within 5 business days after the contingencies of	discussed in paragraph 9.1 (r	(a) through (k) are approved or waived, Buyer shall deposit Purchase Price at the Closing.	with
Escrow Holder the additional sum of \$ M/A 4.3 Escrow Holder shall deposit life funds deposited w Federally charlered bank in an interest bearing account who interest therefrom shall accuse to the benefit of Buyer, who	th & by Hover pursuant to be	argoraphs 4.1 and 4.2 (collectively the "Deposit"), in a Sia	ia or . The cable
Instrument is redeemed prior to its specified methody. Buye interest bearing account cannot be opened until Buyer's Feder 5. Financing Centingenov-(Shite-(Fnot-capicable)	r's Federal Tax Identification rai Tax Identification Number	n Nomber Is	Şuch
- · · · · · · · · · · · · · · · · · · ·	The second secon	ielel ka fluien or elher lender, a commitment le lend le 8s	
(rust or mortgage and the Property, If this Agreement provides	fo r Seller to c om y back juni er		enne enne
of the New Lean, Geller-shall have 7-days from receipt of the			
such proposed forms. If Saller falls to notify Endow Holder, in his approved the lorms of the Naw Loan.	- William - The Company	Willing Said 3-Days it entire you contact the system of the state of t	101101
	the New Loan, -(f-Buyer e	half-fail-to-notify-lis-Broker,-Escrow-Holder-and-Solle	r _F -in
		s-not-bean-obtained, it chall be conductively-prosumed	-that
Buyor has olther obtained and New Loan or has welved the		witting, within the time-specified in paragraph 5.2 heroes;	-that
Buyer has not obtained said-New Loan, this Agreement shall interest armed thereon, less only Escrew Holder and Tille Con 6. Saller Financing (Purchase Maney Note). (Strike if not	i be terminated, and Styer t A pony cancellation fees and t Applicable)	ehelt-be-enillied-to-ke-prompt-return-ef-the-Doposh,-pius coste,-which Buyer-shalt-pay:	-eny
5.1 The Pwehses Money Note that provide for interest as follows:	on unpold principal at the ret	ta of N/A % per annum, with principal and interest	pala
as runores:			_
	- The Dumbers Me	oney Note and Purchase Money Oced of Trust shall be an	
dave after it la duo:	or in part at any limo without ble with respect to any paym	penety, at the option of the Buyer, and of principal, interest, or other charges, not made within	-10
equire the entire unnoted beleace of sold Note to be pold in full. 6,3—If the Purchase Maney Dood of Trust is to be authors	ilnate to other founding. Esc	er any portion thereof, then the Seller may, at Seller's api erow Halder shall, at Buyer's skeense propers and record	
e gi diberg dehet frendes for folker folker for folker sele with eg e.1 - Warning: California Law Does Not Alloi Defaulte on the Loan, Sellen's soie Remedy 18 of	M DELICIENCY ANDCONE	ent s on seller financing. If buyer ultmati	:L¥
 Real Estate Brokers. 7.1 The following real estate broker(s) ("Brokers') and be the applicable boxes): 	i laixe aqirlenolisler egsrexo	in this transaction and are consented to by the Parties (ch	∌ c K
J <u> </u>		represents Saller exclusively ("Saller's Broker");	
Solomon Realty & Investment		represents Buyer exclusively ("Buyer's Broker");	or .
1		represents both Seller and Buyer ("Dual Agency"	L
tio Pariles acknowledge that Brokers are the procuring cause of pancy relationship. Buyer shall use the services of Buyer's Bro reperty for a period of 1 year from the Date of Agreement.	oket ekcinsivaly ju connecija	in with any and all negotiations and offers with respect to	the.
7.2 Buyer and Selser each represent and warrant to the oil th the negotiation of this Agreement and/or the consummate argraph 7.1, and no broker or other person, firm or entity, other intendion as the result of any destings or acts of such Party miness from and ogginst any costs, expenses or liability for ex-	ion of the purchase and as If then said Brokers Is/are on Buyer and Seller do each ix	ale contemplated herein, other than the Brokers named diffied to any commission or finder's fee in connection with exeby agree to indemnify, defend, protect and hold the of	i in this iner
mile party, other than said named Brokers by reason of any de Excrow and Closing. 8.1 Upon acceptance hereof by Seller, this Agreement, inc	alings or act of the indemnity	ying Perty.	
reement of purchase and sale between Buyer and Seller, but crow. Escrew Holder shall not prepare any futher excrow in miss or a Broker harein. Subject to the reasonable approval of	l also Instructions to Escrow Istructions restating or amen The Parties, Escrow Holder o	r Holder for the consummation of the Agreement through ading the Agreement unless specifically so instructed by may, however, include its standard general escrow provision	ilio Ilio Ilio
8.2. As soon as practical after the reposit of this Agreement freed in paragraphs 1.2. and 20.2 and advise the Parlies and BI. 8.3. Escrew Holder is hereby authorized and instructed to rolled of the community in which Escrew Holder is located, and when the law of the state where the Property is located and	rokers, in writing, of the date condect the Escrow in accor hidhid any reporting requirem	ascentained. resnoe with this Agreement, applicable lew and custom a nents of the internal Revenue Code. In the event of a con-	nd Okal
westy is located shall prevail.		and the second second and the second second	
8.4 Subject to selfaraction of the contingencies herein de- tranty deed (a grant deed in California) and the other docume	scribed, Escrow Holder shall nis required to be recorded,	III close this escrow (the "Closhig") by recording a gene , and by districting the funds and documents in accordar	ral ·
8.4 Subject to self-section of the contingencies herein de-	scribed, Escrow Holder sha into required to be recorded,	ill close this ascrow (the 'Closing') by recording a gene , and by disbursing the funds and documents in accordant S14	ral ·
S.4. Subject to salisfaction of the contingencies herein determined the other docume of the continuation of the other docume.	ints required to be recorded,	, and by disbursing the funds and documents in accordan	ral ·
8.4 Subject to self-section of the contingencies herein de-	ecibed, Escrew Holder sha into required to be recorded, Page 2 of 8°	ill close this escrow (the "Cooling") by recording a gene, and by disbursing the funds and documents in accordant to the coordant to th	(2) (2)

	will	this Agreement						
	doc 9.1	8.6 Buyer and Umeniery transfe 8.6 Escrow H Subparagraphs (Geller shall each pay our laxes. Seller shall pay to play that all of that all of that all of that all of the shall world the shall world that all of the shall world the shal	me-half of the Escrow Hok his premium for a standard of if Buyer's confingencies hav i), and (o), 9.4, 9.5, 12, 13, w Hoktar.	coverage owners or join to bean solicited or wake	t protection policy of title in:	surance, Mare contained in maracr	ranhe
	Pari Agre	8.7 If this tran is shall incomi amant is the ev	sacion is terminated for or have any lisbility to the rent of such termination.	non-sailafaction and non-vo s other under this Agreemer Sever shall be promotiv refe	it, except to the extent o inded all finds denocile	if a brearfs of any affirmativ	a coversat or Westerly b	n this
	the (8.8 The Closing Closing does not this Agreemen	ancession less and cost a shell occur on the Expe occur by the Expedied (I may notify the other Pa	s, an or which shall be Buye icted Closing Dale, or as so Closing Date and said Date lify, Escrow Holder, and Bri	re obligation. on thereafter as the Esc is not extended by mult okers, in writing that, un	row is in condition for Closical Instructions of the Partie	ing; provided, however, it	hel ff sfaull
	Hold agne	8,9 Except as are fees and co aments, covenar	otherwise provided here als or constitute a walvo als or warrenties containe	inated without further notice in, the termination of Escre ir, release or discharge of dithereis.	any puesch or delauk (hat has occurred in the po	mormance of the obliga	illons,
	Buye mask requir disse	8.10 lf this Esc i's deposit, Buye ar pians, feasibil	row is terminated for any r shall within 5 days after ify studies and other skn y such report if the writt sport to others.	/ reason citier then Saller's rwriten request deliver to 8 Nar Reme prepared by or fo en contract which Buyer en	eller, at no charge, copi r Buver that portain to t	es of all surveys, engineeri he Property, Provided, how	ig sludes, soli reports, n wver, (bal Buver shall n	naps.
	ESCR BE C consti Agree any w	i.1 The Closing IDW HOLDER, I ONCLUSIVELY Jule disepprovel ment, whichever diten disepprove a different numi	of this transaction is on N WRITING, OF THE DI PRESUMED THAT BI unless provision is made is later, for the estisfact of er conditional approval per of days is inserted in the conditional provision of the transaction in the conditional service the conditional service the service	milingent upon the satisfact SAPPROVAL OF ANY OF SYPER HAS APPROVED So do by the Seller within the lon of the condition (mpose which it receives. With register, with the spaces provided,	BAID CONTINGENCIE: BUCH ITEM, MATTER Lima specified therefore d by the Buyer. Excrow pard to subparagraphs (S WITHIN THE TIME SPEC OR DOCUMENT, Buyer's a by the Buyer in such co Holder shall promptly pro- a) through (f) the pre-print	Cified Therein, it shis conditional approval s ridilional approval or by ride all Parilles with copie and time periods shall co	ALL shall this es of nirol
	AIR wi	alion ("AIR") si	endard form entitled "Se in Sheet") concerning the	uyer, through escrow, all of ler's Mandatory Disclosure Property, duly executed by Jale of Agreement, Buyer h	Statement") and provid or on behalf of Seller b	ie Buyer with a completed n the current form or equive	Property Information SI sient to that published by	heet / the
		(b) Physical (nspection. Buyer has 10 with regard to the physics	or days from the	receipt of the Property I	nformation Sheet or the Da	ile of Agreement, which	1976
	Agreen Substa Substa render i Substa Substa	(c) Hexardou nent, whichever nee Conditions nee" for purpos I subject to Fed nee Condition nee that would re	s Substance Conditions is later, to sallely itself wi Report concerning the li as of this Agreement is c rarl, state or local regular for purposes of this Agreement and/or equire remediation and/or	Repart. Buyer has 30 or	days from the re ital aspects of the Proper ining properties. Any si frose nature and/or que ton or removal as potent existance on, under o Foderal, atate or local la	uch report shall be pald f ntity of existence, use, mai lally injurious to public heal or relevanily adjacent to the w.	at Buyer obtain a Hazard or by Buyer. A "Razard rafacture, disposal or ell th or welfere. A "Hazard e Property of a Hazard	ious ous laci, ous
	later, to be paid	or by duyer, Se	REL 21/90 DIGNION CITABLE	days from the reco of the soils on the Property, oples of any soils report the	ipt of the Property Information . Selier recommunds this it Selier may have within	mation Sheet or the Date o at Buyer obtain a soft test o a 10 days of the Date of Ag	of Agreement, whichever eport. Any such report si recreent.	is hali
	солпаси	temmental age: on with its inten- re, police, handi	ded use of the Property. capped and Americans v	is 30 or	idiction over the Proper , permits and approvals tents, transportation and	required with respect to an a environmental matters.	s necessary or desirable ning, plenning, building o	e in end
	within 10 satisfy its remain a	ile Company, but or da self with regard as property the Property of the P	s well as legible copies o ys following the Date of ic the condition of title, i iny effer the Closing, sha	If all documents referred to Agreement, Buyer has 10. The disapproval of Buyer of It not be considered a failu- encumbrance at or before	in the Title Commitment days from the receipt of sany monetary encumb- re of this continuency.	t ("Underlying Documents f the Title Commitment sou rence, which by the terms	") to be delivered to Bu if Underlying Documents of this Agreement is not	iyer sio Lio
	any ALTA surveyor, located w	(g) Sûrvêy, Buy I tille suppleme showing the leg ithin 10 feet of	rer has 30 or	leys from the receipt of the propared to American Ler propared to American Ler lery knes of the Property, a rty boundary thes, any su- upplement, Buyer may elect which event Buyer shall pay	Tille Commitment and not Title Association ("A ny easements of record the provincial by one of the control of t	LTA") standards for an ov i, and any improvements, p nared at Biwer's disselled to	wer's policy by a licens oles, structures and thin and expense. If Buyer h	ied igs ias
	Holder wi statement the Proper Estoppet (Leases an	(h) Existing Lon in legible copie ("Estoppel Ce ty. Seller shall) Certificate inso d Estoppel Cert	ses and Tanency Statem s of pil-teases, authorses infinction) in the latest for partic best offerts to have Seller shell complete an Urcates to sallsfy itself w	nents. Seller shall within 10 13 or renial arrangements ion or equivalent to that pui re each tenent complete en d execute an Estoppel Car th regard to the Existing Le	or days of the (collectively, 'Extering I blished by the AIR, exe id execute on Estoppel Uficale for that tenency. ases and any other tene	 Date of Agreement provid Leases") effecting the Pro cuted by Selier and/or each Contlicete, if any tenant fol Buyer has 10 days from tency issues. 	ie both Buyer and Escro perty, and with a tenan in tenant and subtenant is or rafuses to provide he recalpt of and Existi	of an
	("Other A	groomants") kn egard to such A	fiantiotis.	fect the Property after Clos	ing. Buyer has 10 days		her Agreemants to satis	ify
	contingen	y.		ling with a financing contin a not been stricken, Seller:		ncken, one causiscion or v days of the Date of Agre		
	legible cop subject afte	les of the Exist or the Closing, E	ng Notes, Existing Deed scrow Holder shell prod	is of Trust and related agreed righty request from the hold Planca, the current interest	erments (collectively, 'L are of the Existing Note	.can Documents') to whic s a beseticlary statement (h the Property will rema "Beneficiary Statement	ila L')
į	any impour Stalaments	ids held by the t to satisfy itself	ensiciery in connection with regard to such finac	with such lown. Buyer has icing, Buyer's obligation to c	10 ordays from	m the receipt of the Loan D in Buyer being sole to purc	ocuments and Beneficia hase the Property withou	ty ut
,	provided, he	owover, Buyer a	half pay the transfer fee	g Notes or charges to Buy referred to in paragraph 3.2	haraof.		nt or approved by Buye	r,
1	eport shall	to againstly listed to be paid for by B	with regard to the like o	y personal property is inclu condition of such personal ; e Buyer copies of any liens	property. Seiler recomm	nends that Buyer oblide a	days from the Date of UCC-1 report. Any suc y that it is aware of with	h
٠			as a Atmeteratific				mil	

initials

2000-American Industrial Real Estate Association

tnitials

Form OFA-4-8/00E

(m) Destruction, Damage or Loss. There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thoreof, from any cause whatsoever, which would cost more than \$10,000,00 to repair or cure. If the cost of repair or cure is \$10,000,00 or less, Solier shall repair or cure the loss prior to the Closing. Buyer shall have the option, which 10 days after receipt of written notice of a loss costing more than \$10,000,00 to repair or cure, to either terminate this transaction or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000,00, and Buyer does not elect to terminate this transaction, Buyer shall be entitled to any instruction proceeds applicable to such toss, Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(n) Material Change. Buyer shall have 10 days following receipt of writion notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a change in the status of the use, opcupancy, femants; or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the

(o) Soller Performance. The delivery of all documents and the due performance by Saller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(c) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undestaking and agreement to performed by Seller under this Agreement.

(a) Warrarides, That each representation and warranty of Seller hersin be true and correct as of the Closing, Escrow Holder shall assume that this condition has been estisfed unless notified to the continny in writing by any Party prior to the Closing.

(a) Beckarage Fees, Payment at the Closing of such brokarage fees. It is agreed by the Parlies and Escrow Holder that Brokara see a third party beneficiary of this Agreement, without the writine content of Brokara. For and has no change entitle be made with respect to the payment of the Brokarage Fee specified in this Agreement, without the writine content of Brokara.

(b) All of the contingences especified in subparagraphs (e) through (p) of paragraph 9.1 are for the benefit of, end may be walved by, Buyer, and may be elsewhere herein referred to as "Buyer Contingencies."

(c) All of the contingency or any other metter actived to Buyer's approval is disapproved for herein in a timely manner ("Disapproved form"), Seller shall have the right which 10 days tokewing the receipt of notice of Buyer's disapproval to elect to cure such Disapproved term?, Seller shall have the right which 10 days tokewing the receipt of notice of Buyer's disapproval to elect to cure such Disapproved term. If seller elects, either by written notice or failure to give written notice, not to cure a Disapproved tiern, the cure of the payment of the Expected Closing Date in the be conditively presumed to eather shall have be related to writing to Buyer's election to accept life to the Property subject to the Disapproved tiern, or to first shall constitute Buyer's election to termine the strangencies of the strangencies of the property subject to the Disapproved tiern, which were the saltistaction of configurery. Unless the Parlies mitually instruct chlewines, if the line perfods for the saltistaction of configurery.

assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) if applicable, Estoppel Certificates executed by Sellar and/or the lensingly of the Property.

(e) An artificavit executed by Sellar to the effect that Sellar is not a "foreign" paracet" within the queaning of internal Revenue Code Section 1445 or successor statutes. If Sellar does not provide such affidiavit in from reasonably selfactory to tray that is the Closing deduct from Sellar's proceeds and remit to internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellars.

(f) If the Property is located in Cellifornia, an affidavit executed by Sellar to the effect that Sellar is not a "nonresident" within the meaning of Cellifornia Revenue and Tax Code Section 18582 of successor statutes, it Sellar does not provide such affidavit in form reasonably sellar force to the Closing, Escrow Holder shall at the Closing deduct from Sellar's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bit of sell, duly executed, conveying tills to any lockided personal property to Buyer.

(g) If applicable, a bit of sell, duly executed conveying tills to any lockided personal property to Buyer.

(g) If the Sellar is a comparation, a duly executed conveying tills to any lockided personal property to Buyer.

(g) If the cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement and the sale of the Property.

120 P.M. on the butters skep yefor to the Expected Closing Delac.

(g) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer shall deliver to Sellar through Escrow. Folicing Delac of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Note and Purchase Money Deed of Trust

(I) If the Buyer is a corporation, a day executed component reasonable manorizing the execution of the projection while any personal and any personable of the Property.

10.4 At Closing, Eacrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, If elected pursuant to 9.1(gi)) owner's form policy of tills insurance effective as of the Closing, issued by the Title Company in the fail amount of the Purchase Price, insuring like to the Property vasted in Buyer, subject only to the exceptions approved by Buyer, in the event than is a Purchase Money Dead of Trust in this transaction, the policy of title insurance shall be a joint protection policy leaving both Buyer and Seller.

REPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY IN MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCHOW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

14 Denotitions and Adultationarity.

THE PROPERTY THAT YOU ARE ACCUMENTS.

11. Providing and Adjustments.

11.1 Providing and Adjustments.

11.1 Takes. Applicable real property taxes and special assessment bonds shall be provided through Escrow as of the date of the Closing, based upon the letter tax bit available. The Parties agree to provide as of the Closing any taxes assessed against the Property by supplemental bit layled by reason of events occurring prior to the Closing. Payment of the provided amount shall be made promptly in cash upon receipt of a copy of any auppiemental bil.

approximate on.

11.2 Insurance. WARNING Any Insurance which Seller meintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 Rendels, interest and Expanses. Scheduled rentals, interest pn Existing Notes, utilities, and operating expenses that be prorated as of the date.

of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents sectived after the Closing.

11.4 Security Deposit. Security Deposits held by Selfer shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 Post Closing Matters. Any Item to be prorated that is not determined or determined by the Parties by

ΣH Initials Page 4 of 8 Initials 2000-American industrial Real Estate Association Form OFA-4-8/00E

appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 Vertebras to Existing Note Belances, in the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpair principal balance of such Existing Note(s) at the Closing with more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Vertebras") in the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing par paragraph 3.1(a) shall be reduced or increased by the amount of each Existing Note Variation.

11.7 Varieties in New Loan Balance. In the event Buyer's obtaining a New Loan and the amount utilinately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, it any, shall be reduced by the amount of such exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, it and, shall be reduced by the amount of such exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, it and set and set of the amount of such exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, it and set of the amount of such exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note; it and set of the amount of such exceeds the amount set forth in paragraph 5.1 (a) the amount of the Purchase Money Note; it and set of the set of the amount of such exceeds the amount of such exceeds the amount set of the Purchase Money Note; it and set of the se

insolvency proceeding.

(ii) No Seller Benkruptcy Proceedings. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(ii) Pascaral Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise to

the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or outerwise is writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time capted for hereto, make or have walved all inspections of the Property Buyer bolkeves are necessary to protect its own internations, and the contemplated died of, the Property. The Property is accept as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurences, oral or written, concerning the Property, or any aspect of the accupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Soller representation or warranty might be untrue for the Costants, and Buyer elects to purchase the Property anyway then, and in that event, Buyer walves eny right that it may have to bring an action or proceeding against Soller or Brokers regarding said representation or warranty manner.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to

representation or warranty.

12.4 Any environmental reports, soits reports, surveys, and other similar documents which were prepared by third party consultants and provided to
Buyer by Seller or Selfer's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the
sufficiency_powercy, completeness, antifor validity of seld documents, at of which Buyer relics on at its own risk. Seller believes said documents to be
accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Lauses.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Lauses.

14. Buyer's Ethy.

At any line during the Excow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making laspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approved within shall not be unreasonably withheld. Following any such only or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, tendeng the recompaction or removal of any disrupted soil or materials as Seller may reasonably direct. All such inspections and lasts and any other work conducted or materials timished with respect to the Property or for Buyer shall be paid for by Buyer as and when due and Buyer shall be paid for your state by paid for by Buyer as and when due and Buyer shall be paid to your state. In such that you was the property of and from any and all calms, Eabildes, losses, expenses (including reasonable attempts' feet), damages, including those for injury to person or property, arising out of or relating to any such work or meticals or the acts or onesions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, disgently and in good faith, undertake all actions and procedures reasonably required to place the Excrew in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrew Holder or the Title Company.

19. Attorneys' Fees.

11. Attorneys' Fees.

19. Attorneys* Fees.
If any Party or Broker bifugs an action or proceeding (including arbitration) swalving the Property whether founded in ton, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys* fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or proceeding is pursued to decision or budgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantly obtains or defeats the releff accept, is at the case may be, whether by compresses, settlement, judgment, or the standardement by the other Party or Broker of its claim or defeate. The attorneys* fees award shall not be competed in accordance with any count fee schedule, but shall be such as to fully reinstructed all its identifications.

17. Prior Agreements/Amendments.

17. This Agreement supersades any and all prior agreements between Selter and Bruser regarding the Property.

17.2 Amendments to this Agreement are effective only (if made in writing and executed by Buyer and Selter.

18.1 lifts sale is not consummerted due to the default of either the Buyer or Saler, the defaulting Party shall be fisble to and shall pay to Brokere the

19.1 if this sale is not consummeted due to the default of either the Buyer or Saler, the defaulting Party shall be liable to and shall pay to Brokers the Brokers would have received hed the sale been consummated. If Buyer is the defaulting party, payment of said Brokersge Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publishe be facts of this trensaction.

19. Notices.

19.1 Withorover any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address safforth is titls Agreement or by facisinile transmission.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communications are the regular mail shall be deemed place after the same is mailed. Communications sent by United States Express Mail or overnight counter that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or coverier. Communications breamtited by facsimile transmission shall be deemed delivered upon telephono confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this effer is not accepted by Selfer on or before 5:00 P.M. according to the time standard applicable to the city of

SK. Intials

Inidale

Page 5 of 8

Form OFA-4-8/00E

-		•	
, '			
Los Angeles		on the date of January 9, 2013	, K shel
paragraph 1.2, shall be deen outstanding effer or countere 21. LIQUIDATED DAMA! THE PARTIES AGREE	of this offer, or of any subsequent counteroffe ned made upon delivery to the other Party or ell Mer. GES. (This Liquidated Damages paragrap) THAT IT WOULD BE IMPRACTICABLE (or hardto, that creates an agreement between it her Broker hards of a duly executed writing uncos h is applicable only if initiated by both Parties OR EXTREMELY DIFFICULT TO FIX, PRI	ndilionally accepting the las). OR TO SIGNING THIS
OBLIGATIONS UNDER T PROVIDED FOR THE BU DAMAGES IN THE AMOL	HIS AGREEMENT. THEREFORE, IF, AF IYER'S BENEFIT, BUYER BREACHES TH INT OF \$ 36,400,00 NY FURTHER LIABILITY TO SELLER, AN	SUFFERED BY SELLER IF BUYER FAIL TER THE SATISFACTION OR WAIVER OF IS AGREEMENT, SELLER SHALL BE ENTI UPON PAYMENT OF SAID SUM TO S ID ANY ESCROW CANCELLATION FEES	all contingencies Tled to Liquidated Eller, Buyer Shall
	814		
	Buyer initials	Seller initials	
22.1 ANY CONTREMINITIES OF SHALL BE HELD IN THE COMMERCIAL RULES OF SHALL BE HELD IN THE COMMERCIAL RULES OF ARBITRATORS WHO SHOTH THE ARREA WHERE AGREEMENT. THEY SHADETERMINE SAID CONTEXPRESSED IN THIS ACARBITRATOR BE ARBITRATORS. BE ATTORNEYS' FEES AND COTTHE AWARD IN ANY COUDET THE AWARD IN ANY COUDET THE ARBITRATION HELD STATE COURT OF COMPETENT UNTIL THE ARBITRATION AWARD SHALL ACT AS A EXCLUSIVE OF COMPETENT ON THE ARBITRATION OF THE ARBITRATION HELD STATE OF COURT OF COMPETENT UNTIL THE ARBITRATION AWARD SHALL ACT AS A EXCLUSIVE OF THE ARBITRATION OF	OVERSY AS TO WHETHER SELLER, IS IN IN OF DEPOSIT MONEY, SHALL BE DE THE AMERICAN ARBITRATION ASSOCIUMTY WHERE THE PROPERTY IS LOCIUMTY WHERE THE PROPERTY IS LOCIUMTY WHERE THE PROPERTY IS LOCATED AND TIALL BE MPPORTED UNDER THE COINCIVERSY IN ACCORDANCE WITH JURIOUMT ARBITRATION PROCEED FROM THE TO ARBITRATION PROCEED ERENDERED WITHIN 3D DAYS AFTER LOSTS TO THE PREVAILING PARTY PER LOSTS TO THE PREVAILING TO APPEAR THEREAT. SORT TO OR PARTICIPATION IN SUCH LIRESULTS IN AN AWARD TO THE SEAR AGAINST ANY ACTION BY BUYER FOR IT RESULTS IN AN AWARD TO THE SEAR AGAINST ANY ACTION BY BUYER FUTILIZING IN THE SPACE BELCW YOU ARE GIVING UP ANY RIGHTS YOUR RIGHTS ARE SPECIFICALLY INCLUDING THE CALIFORNIA CODE OF CIVIL	Egreph is applicable only if Initialed by both F ENTITLED TO THE LIQUIDATED DAMAGE ETERMINED BY BINDING ARBITRATION. CIATION ("COMMERCIAL RULES"). ARBI CATED. ANY SUCH CONTROVERSY SHALL CERS WITH AT LEAST 5 YEARS OF FULL. THE TYPE OF REAL ESTATE THAT IS TH MMERCIAL RULES. THE ARBITRATORS APPLICABLE LAW, THE INTENTION OF THERETO, AND UPON THE EVIDENCE BE PERMITTED IN ACCORDANCE WITH DINGS. THE AWARD SHALL BE EXECUTE R THE CONCLUSION OF THE HEARING, R PARAGRAPH 16 HEREOF. JUDGMENT W THITTHATHOLN THE FAILURE OF A PA H ARBITRATION PROCEEDINGS SHALL DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES MOD/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES AND/OR SPECIFIC PERFORM ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES, IN V OR DAMAGES ELLER OF LIQUIDATED DAMAGES, IN V OR DAMAGES ELLER OR LIQUIDATED DAMAGES ELLER OR LIQUIDATED DAMAGES ELLER OR LIQUIDATED UNITED TO THE MARTITRATION OF DISPUTES ELLER OR LIQUIDATED UNITED TO THE LIQ	SE AND/OR BUYER IS BY, AND UNDER THE LITRATION HEARINGS L BE ARBITRATED BY INME EXPERIENCE IN E SUBJECT OF THIS SI SHALL HEAR AND THE COMMERCIAL THE COMMERCIAL D BY AT LEAST 2 OF AND MAY INCLUDE LAY BE ENTERED ON RITY DULLY NOTIFIED NOT BAR SUIT IN A LANCE UNLESS AND WHICH EVENT SUCH RMANCE. RISING OUT OF THE LITTOM LES TO DISCOVERY PROVISION. IF YOU LED TO ARBITRATE LED TO ARBITRATE LITRATION HEAD LED TO ARBITRATE LED TO ARBITRATE LITRATION HEAD LED TO ARBITRATE LED TO ARBITRATE LED TO ARBITRATE LITRATION HEAD LED TO ARBITRATE LED TO ARBITRATE LITRATION HEAD LED TO ARBITRATE LED TO ARBITRATE LED TO ARBITRATE LITRATIC HEAD LED TO ARBITRATE LED TO ARBITRATE LED TO ARBITRATE LED TO ARBITRATE LET TO ARBITRATE LET TO LITRATIC HEAD LED TO ARBITRATE LED TO ARBITRATE LET TO LITRATIC HEAD LET TO ARBITRATE LET TO ARBITRATE LET TO LITRATIC HEAD LET TO LITRATIC HEAD LET TO ARBITRATE LET TO LITRATIC HEAD LET TO ARBITRATE LET TO LITRATIC HEAD LET TO LITRATIC HEA
Æ HAVÆ READ AND UND ICLUDED IN THE "ARBITR. 3 **	ERSTAND THE FOREGOING AND AGR ATION OF DISPUTES" PROVISION TO N	EE TO SUBMIT DISPUTES ARISING OUT EUTRAL ARBITRATION.	OF THE MATTERS
	Buyar initials	Seller initials	
	This Agreement shall be binding on the Partk 21 and 22 are each incorporated this Agre	ss without regard to whether or not paragraphs 2: sement only if initiated by both Parlies at the Ikm	and 22 are initialed by that the Agreement is
sculed. 23.2 Applicable Law. perty is localed.	This Agreement shall be governed by, and p	eragraph 22.3 is amended to rater to, the laws o	of the state in which the
23.3 Time of Essence. 23.4 Counterparts, of which logelher shall constituted and instituted and	ilule one and the same instrument, Escrow F ucked to combine the signed signature pages on IsI, THE PARTIES REREBY WAIVE THEI PROPERTY OR ARISING OUT OF THIS AGRI	of Seller in counterparts, each of which shall be a tolder, after verifying that the counterparts are a one of the counterparts, which shall then consil RESPECTIVE RIGHTS TO TRIAL BY JURY EEMENT.	Identical except for the use the Agreement. IN ANY ACTION OR
irolled by the typewritten or ha Disclosures Regerding The 24.1 The Pariles and Broken	ndwitten provisions. Nature of a Rost Estate Agency Relationship a agree that their relationship(s) shall be goven	ils Agreement and the typewallen or handwritt p. ned by the panciples set forthin the applicable se	
l Code, se summarized in perse 24.2 When entering into a dis i type of agency relationship o	graph 24.2. cussion with a real estate agent regarding a re: r representation it has with the agent or equals	al estate transaction, a Suyer or Selier should from in the transaction. Buyer and Selier acknowleds	n the outset understand
ears in this transaction, as follow (a) Selfer's Agent, A Self the following allimative obligations Buyer and the Selfer, a, Diligation if faith. c. A duty to disclose all ant attention and observation c	we; lefs agent under a listing agreement with the S kions: (1) To the Soller A fiduciary duly of ulm at exarcise of reaconable skills and care in pen facts known to the agent materially affecting t	Saller acts as the agent for the Saller unly. A Sall ost care, integrity, honesty, and loyety in dealing formance of the agent's duties. b. A duty of hos- te vature or destrability of the property that are not real to either Party any confidential information of	ler's agent or subagent s with the Seller, (2) To set and fair deating and I known to, or within the
(b) Buyer's Agent, A selfu	g agant can, with a Boyer's consent, agree to	સ્ત્રં as agent for the Buyer only. In these situation	ns, the agent is not the
nhiais	Page 6 of 8	r F	Initials
noricon industrial Real Estate	_		Form OFA-4-8/00E

	•
int obysin. If the beyond the residue is served in Secretary and Constitution of the Parily from the other Parily which does not involve the affirmative duling (c) Agent Representing Both Saker and Buyer. A real be the agent of both the Saker and the Buyer in a transpellon, agency situation, the agent has the following affirmative obligation of the sayaraparaparaparaparaparaparaparaparapar	estate spent, either secting directly or through one or more associate (consest, can legally but only with the knowledge and consent of both the Seller and the Buyer. (1) in a dual fons to both the Seller and the Buyer, as a lated above in their respective sections (a) or (b), the gent may not without the express permission of the expective sections (a) or (b) in the price of the expective permission of the expective Party, disclores to the price or that the Buyer will pay a price greater than the price offered. (3) The above duties or Buyer from the responsibility to protect their own interests. Buyer and Seller should prose their understanding of the transaction. A real astate egent is a person quadited to a competent professional. Buyer and Seller may receive more than one disclosure, depending upon the number of cit read its contains each time if its presented, considering the relationship between them before the professional should be a supplementation of the seller party, and the provided the respect to any desired the relationship between them the state of the present of any foreign make the provided, however, that the foregoing limitation on each Broker's liability shall not all the provided the provided the seller of the parties only and shall not be context, the singular shall include the power and shall context, the singular shall include the power and shall not be construct as if
Additional provisions of this offer, if any, ere as follows or are alia	ched hereto by an addendum consisting of paragraphs 27 through
27 (If there are no additional provisions with	a NONE".)
on the feasibility study for company plans.	ny 28th, 2013, after Twenty Three(23) days of due diligence
SHOULD SUT NOT BE LIMITED TO: THE POSSIBLE PRESE NITEGRITY AND CONDITION OF ANY STRUCTURES AND OP NITENDED USE, WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHE ITO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE NOTE: 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH T. 2. IF THE BUYER IS A CORPORATION, IT IS RECOMMEN	IN INVESTIGATE THE CONDITION OF THE PROPERTY, SAID INVESTIGATION INCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE ERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S STAIN OF THIS AGREEMENT MAY NEED IN WHICH THE PROPERTY IS LOCATED,
eROKER: <u>Solom</u> on Really & Investment	Nomaan K. Husain, P.C. By: Stophen Kang, P.L.L.C.
	Nomean K. Husain, P.C.
Attn: Austin Kim	By: Stophen Kang, P.L.C. Date: January 4, 2013
Address: 3807 Wilshire Blvd. Suite 612	Name Frinted: Stephen Kang, P.L.L.C.
Los Angeles, CA 90010	Title: Attorney at Law
Felophone: 213-386-9300 Facsknile: 213-386-0900	Telephone/Facsimile: 713-621-8900
ederal IO No. DRE Lio # 01340203	By:
	Date:
	Name Printed:
•	Title:Address;
	Telephone/Facsimile:Federal (D No
	- consist in two
	8V
	• • • • • • • • • • • • • • • • • • •
initals American Industrial Real Estate Association	Page 7 of 8 Initials Form OFA-4-8/00E

podfied, 27.2 Seller acknowledges that Brokers have built in this Agreement. In consideration of real esta- tion governor with the Purchase Principles.	een rejained to locate a B le brokerage service rend ce divided in such share	reby agrees to sell the Property to Buyer on the terms a uyer and are the procuring cause of the purchase and a tered by Brokers, Saller agrees to pay Brokers a real er is as ask! Brokers shall direct in writing. This Agreem is out of the proceeds according to the account of Seller a ris to deliver a signed copy to Buyer.	ste Brokerage Fee in ent shall serve es en
revocable instruction to Escrew Holder to pay such	eol and arthouses grove Higherade Lee to Diove	its to deliver a signed copy to Buyer.	
lote: A property information sheet is r	EQUIRED TO BE DELIV	ERED TO BUYER BY SELLER UNDER THIS AGREEN	
ROKER		SELLER:	
3 **		Ву:	
ito:	 	Dolat	
kle:		Name Printed:	
001655:		Title:	
lephone:		Telephone/Facslmlle:	
icsimile:		Ву:	
αθ(9) I∩ (40:		Date:	
	•	Name Printed:	
		Address:	
	•	Telaphone/Facsinille: Fedoral ID No.	
	•	Federal ID No. If the industry, Always write or call to make acre you are u. 100, Los Angeles, CA 90017. (213) 897-3777.	
©Copyright 200 No part of these	e worke sish pe teblognes o-Bh Ywestell (sgrieria) u	set Estate Association. All rights reserved. I in any form without permission in writing.	
} *			
	•		
•		•	
N			
		•	
•			•
•	•		
3 *	-		
		•	
•			
		**	
		•	
			91
•		•	
•			Iniflats
Intials	Page	: 8 of 8	Form OFA-4-8/0



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)
American Industrial Real Estate Association

		anuary 10, 2014 (Date for Reference Purposes)
1. Buyer. 1,1 You	ng & Husain, PLLC, with assignment to third party entity under POA, to be amended urchase the real property, hereinated described, from the owner thereof ("Solite") (collectively, the Pur	• • •
through an escrew ("Expected Closi	urchase the real property, hereination described, from the owner thereof ("Selfer") (collectively, the "Pur ("Earnew") to close on _or before Three (3) days after the expiration of the Contingency and Date") to be held by _escrow account to be held under above POA per escrow instruct 28202 Cabot Rd. Ste. 300, Laguna Niguel, CA, 92677	Period(March 15, 2014)
upon the terms or assignment shall r 1.2 The ferm or a subsequent or the Property upon 2. Property.	Phone No. (949) 385-5628 , Facsimile No. (100) do conditione set forth in the agreement ("Agreement"). Buyer shell have the right to assign Buyer's to treiteve Buyer of Buyer's obligations breats makes Setter expressly releases Buyer of the set of Agreement's sueed herein shall be the date when by execution and delivery (as defined in particular thereto, Buyer and Setter have reached agreement in writing whereby Setter agrees to set, an lorms accepted by both Parties.	regraph 20.2) of this document d Buyer agrees to purchase,
	property ("Property") that is the subject of this offer consists of (insert a brief physical description)	
is located in the Ci	ty of Gardena , County of Los Angeles	
State of Californ		
Gardena CA 9	10249 ribod as; to be furnished in escrow	
and it regard descri	1	
2,2 If the leg completed or come ("Title Company"),	001-017 (Lot No. 25)). In description of the Property is not complete or is fraccurate, this Agreement shall not be inveited and code to meet the requirements of Lawyers Title (Orange County Licensor Kellie Gorman) which shall issue the title policy hereitrater described.	
applicable law are distribution systems space heaters; has	erty includes, at no editional cost to Buyer, the permanent improvements themon, including those a part of the property, as well as the following items, if any, owned by Seller and at present locat is (power panel, but ducting, condults, disconnects, lighting fixtures); telephone distribution systems (line ting, vanifiating, air conditioning equipment ("HVAC"); six lines; fire sprinkler systems; security and fi well coverings; and N/A	ed on the Property: electrical s, jacks and connections only);
~ -		
new lease with the f	(colis prinkler monitor: □ is owned by Selier and included in the Purchese Price, or □ is leased by Selier, and the monitoring company. provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and	
3. Purchase	Price. ase price ("Purchase Price") to be paid by Buyer to Saller for the Property shall be	
890,000.00	, payable 8s follows:	
	(e) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash	
Strike If not	transaction, the Furchase Price):	\$ 890,000,00
pplicable)	(b) Amount of "New Loan" as defined in paragraph 5.1, if any:	\$
	(e)—Buyer shall lake title to the Property subject to the following existing deadle) of trust ("Existing Bood(s) of Trust") ecouring the existing promissory note(s) ("Existing Note (s)"): (i) An Existing Note ("First Note") with an unpaid principal belonce as of the	
	Glowing of opproximately:	\$
Strike K-not	Seid-First-Note to payable at \$	
pplicable)	antire unpaid balansa in duo an	
	(ii) An Existing Note ("Besond Note") with an unpoid principal balance as of the	
	Glasky of approximately: Said Second Note is payable as \$\frac{1}{2}\$ per month;	*
	insitisting interest at the rate of %-per ensure unit poid (and/or the	
Striko if not	entire unpold belance to due on)- (d) Buyor chell give Scier a deed of trust ("Furchase Money Deed of Trust") on the	
opiicabio)	Property: to occure the premissery note of Buyer to Saller described in paragraph 6 ("Furchase Money Note") in the amount of:	S
	Total Purchase Price:	\$ 890,000,00
9.4. If Diame !-		
mand payment of	taking-title to the Property outlied to, or assuming, and Existing-Dead of Trust and auch dead of the feed-including, but not limited to, points, processing feed, and oppraised feet as a condition to the to so up to a maximum of 1,5% of the unpaid principal belance of the applicable Existing Note:	ansier of the Property, Bulyer
		<u></u>
Initials	Page 1 of 8	fallista
American Industri	al Real Estate Association	Form OFA-4-8/00E

2000-American Industrial Real Estate Association

4. Deposits,	ŕ	
4.1 D Buyer has deliver	ad to Broker a check in the sum of \$ N.A.	, payable to Escrow Holder, to be held by Broke
Holder a check in the sum of \$		elivered to Escrow Holder, or [2] Buyer shall deliver to Escrov
been delivered to Escrow Holds	er. When cashed, the check shall be deposited into the Es	eve executed this Agreement and the executed Agreement has scrow's trust accumt to be applied toward the Purchase Price o chase and sale, Buyer's check or funds shall, upon request by
Buyer, be promptly returned to t		Anna and Abid Balon a situation to tend about radicals al
	days after the Data of Agreement, Buyer shall deposit with	Escrow Holder the additional sum of
\$ 670,000.00 (b) Within δ business	to be applied to the Purchase Price at the Closing. days after the confingericles discussed in generacib 9.1 is) through (k) are approved or waived, Buyer shall deposit with
Escrow Holder the additional aun 4.3 Escrow Holder shall of Federally chartered bank in an interest therefrom shall accure Instrument is redeemed prior to Interest bearing account cannot in	m of \$ 200,000.00 be the applied to the Purposite the fruit of the Purposite deposited with it by Buyer pursuant to participate the participate and of the benefit of Buyer, who hereby acknowledges that I is appreciate the transfer of Buyer, who hereby acknowledges that I is appectified meturity. Buyer's Federal Tax Identification Number is personal to the personal trait Buyer's Federal Tax Identification Number is personal trait Buyer's Federal Tax Identification Number is personal trait Buyer's Federal Tax Identification Number is personal trait and the personal training the personal training train	rehase Price at the Closing. regraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or onablent with the liming requirements of this transaction. The free may be penalties or interest forfeitures if the applicable Number is to be provided by 1/20/2014, NOTE: Such
 Financing Contingency. (This offer is contingent 		isl institution or other lender, a commitment to lend to Buyer a
sum equal to at feast N.A.	% of the Porchase Price, at terms reasonably acceptable	to Suyer, Such loan ("New Loan") shall be secured by a first financing, then Seller shall have the right to approve the terms
		proposed terms of the New Loan to approve or disapprove of within said 7 days it shall be conclusively presumed that Seller
has approved the terms of the Ne		
· · · · · · · · · · · · · · · · · · ·	* ''	will fall to notify its Broker, Escrow Hoklar and Seller, In
	flowing the Date of Agreement, that the New Loan has New Loan or has welved this New Loan confingency.	not been obtained. It shall be conclusively presumed that
Buyer has not obtained said Not interest earned thereon, less only	Buyer shall notify its Broker, Eccrow Holder and Seller, in w Loan, this Agreement shall be terminated, and Buyer s I Escrow Holder and Title Company cancellation fees and c a Money Note)—(Bittle if not applicable)	witing, within the Ilms specified in paregraph 5.2 hereof, that hall be entitled to the prompt return of the Deposit, plus any oste, which Buyer ethal pay.
	a makey Moley: "Canky in not applicationly I <mark>clo shall provide for interest on unpeld principal at the ret</mark> i	s of N/A % per annum, with principal and interest poid
es follows:		
		· · · · · · · · · · · · · · · · · · ·
days offer He due on Sele-in the require this entire display before S.3—If the Purchase Menay Selico's before a require the County of the Coun	ie event the Buyer seile or transfers tille to the Property of statid Note to be polid in full. Deed of Trust is to be subcodinate to other financing. Ess and fellows and fell seile military and seed marigage or dee IA LAW DOES NOT ALLOW DEFICIENCY JUDGENE LER'S SOLE REMEDY IS TO FORECLOSE ON THE PRO	NTS-ON-SELLER FINANCING. IF DUYER ULTRIATELY
☑ <u>Eram Keeligan,</u> Licensed	1 Broker, Gunnless & Alkinson	represents Seller exclusively ("Seller's Broker");
		
☑ Stephen Kang, PLLC (no.)		represente Buyer exclusively ("Buyer's Broker"); or
<u> </u>		represents both Seiler and Buyer ("Dual Agency").
agency relationship. Buyer shall us Property for a period of 1 year from 7.2 Buyer and Seller each re with the negotiation of this Agree pergoraph 7.1, and no broker or ol transaction set the result of any de harmless from and against any cor similar party, other than said none 8. Eacrow and Closing. 8.1 Upon acceptance hereof agreement of perchase and sale in Eacrow. Eacrow Holder shall no Pertities or a Broker harein, Subject	so the services of Büyer's Broker exclusively in connection the Data of Agreement. In the Data of Agreement the other that he/sheft has had no meent endoor the consummation of the purchase and services and services and the purchase and services and the process. The other than said Brokers island as a billings or acts of such Party. Buyer and Sailar do each has, expensee or lieblity for compensation, commission or discher by reason of any deelings or act of the Indemnify by Seiter, this Agreement, including any counter-offers incentivenent Buyer and Sailer, but also instructions to Escow respects any further secrow instructions restaing or amen to the responsable approval of the Parties, Escow Holder in	praph 24 for disclosures regarding the nature of a real estate with any and all negotiations and offers with respect to the deatings with any person, firm, broker or finder in connection the contemplated herein, other than the Brokers named in littled to any commission or finder's less in connection with this neety egnes to indemnify, defend, protect and hold the other cheeps which may be claimed by any broker, finder or other ing Party. Sopporated herein by the Porties, shall constitute not only the Holder for the consummation of the Agreement through the ding the Agreement unless specifically so instructed by the nay, however, finctucts its standard general sectory provisions.
defined in paragraphs 1.2 and 20.2 8.3 Escrow Holder is hereby precioe of the community in which between the law of the state when Property is located shall prevail.	and ed/lies the Parifies and Brokers, in writing, of the deta suthorized and instructed to conduct the Escover in second Escrow Holder is located, including any reporting requiren is the Property is located and the law of the state where t	asceration. dance with this Agreement, applicable law and custom and nents of the internal Revenue Code. In the event of a conflict the Exerciv Holder is located, the law of the state where the ticless this escrew (the "Closing") by recording a general
		and by disbursing the funds and documents in accordance
,	•	
alebint.	Page 2 of 8	Initials

	•
	with this Agreement. 6.5 Buyer and Seller shall each pay one-half of the Excrew Holder's charges and Seller shall pay the usual recording tess and any require documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. 6.6 Excrew Holder shall write the offer the payor applications and the payor and the payor applications.
	8.8 Escrew Holder shall worlfy that all of Buyer's contingencies have been satisfied or walved prior to Closing. The matters contained in persuprept 9.1 subparagraphs (b), (c), (d), (e), (g), (f), (n), and (c), 6.4, 6.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between it Parlies only and are not instructions to Escrew Holder.
	8.7 If this transaction is terminated for non-salistaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of it Parties shall thereafter have any liability to the other under tife Agreement, except to the others of a breach of any afternative coversant or warranty in the Agreement, in the event of such termination, Buyer shall be promptly refunded all funds deposited by Buyer with Escrow Holder, less only Title Compart and Escrow Holder cancellation fees and costs, at of which shall be Buyer's obligation.
	a.6 The Crosing shall occur on the Expected Closing Date, or as soon thereafter as the Escroy is in condition for Closing; provided, however, that the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in defau under this Agreement may notify the other Party, Escroy Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following that, unless the Closing occurs within 5 business days following add notice; the Escroy that be deamed terminated without further notice or instructions.
	6.9 Except se otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a watver, release or discharge of any breach or default that has occurred in the performance of the obligation agreements, coverants or warranties contained therein.
	6.10 If this Eserow is terminated for any reason other then Selfer's breach or default, then at Selfer's request, and as a condition to the return of Buyer's deposit, Buyer shell within 5 days after written request deliver to Selfer, at no charge, copies of all surveys, engineeing studies, soil reports, map master pleans, leasibility studies and other shellar items prepared by or for Buyer their periain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entreed into with the consultant who prepared such report specifically forbids if
	dissemination of the report to others. 9. Contingencies to Clearing. 9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIF
	ESCRUM FULLER, IN WHITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL RE CONCLUSIVELY PRESQUARE THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by thin Agreement, whichever is taker, for the satisfaction of the condition improsed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (i) the pre-printed time periods shall continued as a different number of days is inserted in this seaces provided.
	(a) Dischosure. Selfer shall make to Buyer, through excrow, all of the applicable disclosures required by law (See American Industrial Real Estak Association ("AIR") standard form entitled "Selfer's Mandatory Disclosure Stetement") and provide Buyer with a completed Property Information Shee ("Property Information Sheet) concoming the Property day accused by or on behalf of Selfer in the current form or equivalent to that published by the AIR within 10 or days following the Date of Agreement, Buyer has 10 days from the receipt of self disclosures to approve or disapprove the
	matters disclosed.
	(b) Physical Inspection. Buyer has 10 or days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property. (c) Hazardous Substance Conditions Report, Buyer has 30 or days from the receipt of the Property Information Sheet or the Date of
	(c) Hazardous Substance Conditions Report, Buyer has 30 or days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is bater, to satisfy their with regard to the environmental aspects of the Property. Seller recommends that Buyer obtains a Hazardous Substance Conditions Report concerning the Property and relevant adjoiring properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or vertices. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the extense on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.
	(d) Soil Inspection. Buyer has 30 or days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is taler, to satisfy libed with regard to the condition of the soils on the Property. Selter recommends that Buyer obtain a soil tost report. Any such report shall be paid for by Buyer. Selter shall provide Buyer copies of any soils report liefs Selter may have within 10 days of the Date of Agreement.
	(a) Governmental Approvats. Buyer has 30 or days from the Date of Agraement to satisfy itself with regard to approvate and permitts from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permitts and approvate required with respect to zoning, planning, building and safety, fice, police, handlapped and Americans with Databilities Act requirements, transportation and environmental matters. (f) Conditions of Title Eccrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property Issued
	by the Title Company, as well as legible copies of all documents reterred to in the Title Commitment ("Underlying Documents") to be delivered to Buyer within 10 or days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment and Underlying Documents to satisfy fixelf with regard to the condition of title. The despotoval of Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against like Property after the Closing, shall not be considered a failure of this contingency, as Sellor shall have the obligation, at Sellar's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.
	(g) Servey. Buyer has 30 or days from the receipt of the Title Commitment and Underlying Documents to satisfy listed with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a Biomeded surveyor, showing the legal description and boundary lises of the Property, any esaments of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lises. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period ellowed for Buyer's eproved of a survey to have an ALTA standard coverage owner's form of list policy, in which event Buyer shall pay any additional premium stributable thereto.
	(i) Existing Leases and Tenancy Stelements, Saler shall within 10 or days of the Dete of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, Existing Leases) affecting the Property, and with a tenancy statement ("Estopped Certificate") in the latest form or equivatent to their published by the AIR, excepted by Selfer and/or each tenant and subtenant of the Property. Selfer shall use its best efforts to have each tenant complete and execute on Estopped Certificate. If any lenant fails or refuses to provide an Estopped Certificate then Selfer shall complete and execute and Estopped Certificate then Selfer shall complete and executes and Estopped Certificate to the Selfer shall complete and executes and execute for that tenancy. Buyer has 10 days from the receipt of said Estating Leases and any other tenancy issues.
	(i) Other Agreements, Selec shall within 10 or days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Selec that will affect the Property after Closing, Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements. (i) Financing: If persuraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan
	contingency. (k) Existing Notes: If paragraph 3.1(c) has not been stricken, Saller shall within 10 or days of the Data at Agreement provide Buyer with
	legible copies of the Existing Notes, Existing Deads of Trust and related agreements (collectivety, "Loan Documents") to which the Property will remain subject after the Closing, Econow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement")
	confirming; (1) the amount of the unpold principal belance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of
;	any impounds held by the beneficiary in connection with such loan, Buyer has 10 or
	occeleration or change in the lemms of any Existing Notee or changes to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof.
,	(i) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or days from the Dele of the greement to satisfy itself with regard to the little condition of such personal property. Selfar recommends that Buyer obtain a UCC-1 report. Any such eport shall be paid for by Buyer. Selfar shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within

___ days of the Date of Agreement.

of this offer and prior to the Closing. Unless otherwise notified in writing, Escrew Holder shall assume that no Material Chiange has occurred prior to the Closing.

(a) Select Performance. The delivery of all documents and the due performance by Saler of each and every undertaking and agreement to be performed by Saler under this Agreement.

(b) Warrandés. That each representation and warranty of Saler hareh be true and correct as of the Closing. Escrew Holder shall assume that life condition has been alled and interest processes.

(a) Brokerage Fee. Payrand at the Closing of seach brokerage fee as is specified in this Agreement of later written instructions to Escrow Holder exacuted by Saler and Broker (Brokerage Fee). It is agreed by the Parties and Escrow Holder that Broker are in third payr beneficiary of this Agreement, without the written consent of Brokera.

9.2 All of the contingencies specified in subparagraphe (a) through (p) of paragraph 8.1 are for the benefit of, and may be welved by, Buyer, and may be etsewhere herein referred to as "Buyer Contingency or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner (Plasapproved them). Sales statil have the highly within 10 days following the receipt of notice of Buyer's disapproval to elact to cure such Disapproved Item prior to the Expected Closing Date (Feller's Electricin.). Saler's referred to give to Buyer's disapproval to elact to cure such Disapproved Item on or before the Expected Closing Date (such a subsproved Item) and the control of Buyer's electron to eliter social in the disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Selec's Electron not to cure such Disapproved Item on the process of the Expected Closing Date, shall be conclusively presumed to be Selec's Electron. Buyer's failure to polity Selectric willing of Buyer's electron to electron to cure such Disapproved Item on the performance of the Expected Closing Date shall be conclusively presumed

equivalent.

(d) if applicable, Estoppel Certificates executed by Seller and/or the tenent(s) of the Property.

(e) An affidiant executed by Seller to the effect that Seller is not a "foreign porson" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such efficient in form reasonably self-slackoy to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to Internal Ferenaue Service such as on a sequence by applicable Federal law with respect to purchases from foreign selters.

(f) If the Property is located in California, an afficient executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such afficiavit in form reasonably satisfactory to Buyer at least 3 husteriess dates note to the Closing Ferrors licitation school for Seller in provide and provide in the Chesical Advisor provides and provides and provide in the Chesical Advisor provides and provides a

California Revenue and Tax Code Section 18682 or successor statutes. If Seler does not provide such afficiartif in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall all the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statutes.

(a) If supplicable, a bit of sale, duly executed, conveying title to any included personal property to Buyer.

(b) If the Seller is a composition, a duly executed composite resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Pruchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal finds whe trainfaire, or any other method acceptable to Escrow Holder as immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date.

(b) If a Purchase Money Deed of Trust being in recordable from, together with addenous of fire insurance on the Improvements in the amount of the full replacement in coll narring Seller as a mortinge less payed, and a real estate lax service contract (a Buyer's expense), assuring Seller of notice, of the status of payment of real property traces during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lesse form specified in peragraph 10:2(c) above, duly executed by Buyer of the botted composition exchanging the execution of the Agreement, and the purchase of the Property.

Property.

10.4 At Closing, Escrew Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer, in the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Selfar.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN

THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 Taxes. Applicable real property taxes and special assassment bonds shall be promated through Escrow as of the date of the Closing, based upon the latest lax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any

11.2 Instrance. WARNING Any insurance which Seller meintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to

the discounts, trepesty.

11.3 Rentals, Interest and Expanses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be proreled as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Excrew any rents received after the Closing.

11.4 Security Deposit. Security Deposits held by Salar shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 Post Closing Matters. Any item to be prorested that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by

	-	•	_ & _
त्रि र्द्ध ।	Page 4 of 8		Initials
2008-American Industrial Real Estate Association			Form OFA-4-8/00

eppropriate cash payment outside of the tiscrow when the amount due is determined.

11.6 Vertitions in Existing Note Belances. In the event that Buyer is perchasing the Property subject to an Existing Deed of Trust(e), and in the event that a Beneficiary Statement as to the applicable Edding Note(s) discloses that the unpaid principal belance of each Edding Note(s) at the Closing will be motor or less than the amount set forth in paragraph 3.1(s) hereof ("Existing Note Vertallon"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Vertallon. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(s) shall be reduced or increased by the amount of such Existing Note Vertallon; a New Loan and the amount of the Purchase Money Note, if any, shall be reduced by the amount of such exceeds the amount attributed and Warranties of Beller and Discisioners.

12. Representation and Warranties of Beller and Discisioners.

12. Representation and Warranties of Belier and Disclaimers.

12.1 Sellar's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and, are true, material and relied upon by Buyer and Brokers in all respects. Sellar hereby makes the following warranties and representations to Buyer and Brokers:

(a) Authority of Sellar. Sellar is the owner of the Property endor has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided hereis, and to periorm Sellar's obligations hereunder.

(b) Aktinkerance During Escrow and Equipment Condition At Closing. Except as otherwise provided in paragraph 9.1(m) hereof, Sellar shall melectrical systems shall be in good operating order and condition at the time of Closing.

(c) Hezurdous Substances/Siorage Tanks. Sellar has no knowledge, except as otherwise disclosed to Buyor in writing, of the existence or prior existence on the Property of any Hezerdous Substance, nor of the existence or prior existence or any above or below ground storage tank.

(d) Compliance, Sellar has no knowledge of any sepect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of Improvements or siterations made to the Property without a generally where one was required, or of any unstallations.

covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casually insurance company requiring any investigation, remediation, repair, maintanance or improvement be performed on the Property.

(e) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements effecting the Property, without blugar's written approval, which approval will not be unreasonably withheld.

(f) Possessory Exploits, Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) Mechanizar Lieurs. There are no unsatisfied mechanics' or materialments' lien rights concerning the Property.

(h) Actions, Suits or Proceedings, Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, bands, agency, arthrator, court or incurred that would affect the Property or the tight to occupy or utilize same.

(i) Notice of Changes, Seller will promptly notify Buyer and Brokars in writing of any Material Change (see paragraph 9.1(n)) affecting the Property that becomes known to Safer prior to the Closing.

(ii) No Tenent Benkruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvancy proceeding.

(i) No Teneri Banacupicy Proceedings. Generated to rouse of anomaly insolvency proceeding.

(ii) No Seller Banacupicy Proceedings. Saller is not the subject of a banksuptcy, insolvency or probate proceeding.

(ii) Parsonal Property. Seller has no knowledge that arryone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or ottorwise in

willing to Buyer.

12.2 Blyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for hareln, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parlias acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, and or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party therato.

12.3 In the event that Buyer learns that a Solder representation or warranty might be undue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right their they have to bring an action or proceeding spoints Solder or Brokers regarding said representation or warranty.

12.4 Any action promoted reports and in the second said a solder representation or warranty.

12.4 Any antiformantal reports, so is reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Selfer or Selfer's representatives, have been delivered as an accommodation to Buyer end without any representation or warranty as to the sufficiency, sociracy, completeness, and/or validity of said documents, all of which Buyer refers at its own risk. Selfer believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

easion of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases

14. Buyer's Entry. 14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenents, to enter upon the Property for the purpose of making inspections and tests apacited in this Agreement. No destructive testing shall be conducted, however, without Saler's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seler, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompection or removal of any disrupted soil or materials as Seler may reasonably direct. All such inspections and lest's and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seler and the Property of end from may and all claims, liabilities, losses, expenses (including reasonable eitomays' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or ornisons of Buyer, its agents or employees in connection therewith.

15. Further Deciments and Assurances.

The Parlies shall each, dispositly seld in good (aith, undertake all actions and necessaries accounted to place the Escree in condition for Clouden.

The Parlies shall each, dispently and in good falth, undertake all ections and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parlies agree to provide all further information, and to execute and deliver all further documents, reasonably required by Electow Holder or the Title Company.

18. Attorneys' Fees.

The Autority's Press. If any Party or Broker bings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shell be entitled to reasonable attorneys' (see Such fees may be awarded in the same suff or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without similation, a Party or Proker who such action or or defeats the relief scooth, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defeats. The attorneys' fees award shell not be computed in accordance with any court fee schedule, but shall be such as to fully retrobute all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendonents.

Prior Agreements/Amenchients.
 Prior Agreements (Amenchients).
 This Agreement supersedes any and all prior agreements between Safler and Buyer regarding the Property.
 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18. Broker's Rights.
16.1 If this sale is not consummated due to the default of either the Buyer'or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerspe Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokersge Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other manication, each such communication shall be in writing and shall be delivered personally, by messenger or by mall, postage prepaid, to the address communication, each such co

communication, each such communication shall be in writing and shall be delivered personary, by measurage or by frequent, and a self of thin this Agreement or by feeding transmission.

19.2 Service of any such communication shall be deamed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sant by United States Express Mail or overright counter that guarantee mat day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or counter, Communications transmitted by feedingly because the property shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.1 Any Panture Business provides a may from time to time, by notice in writing, designate a different address to which, or a different person or additional

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional costs to whom, all communications are thereafter to be made.

on of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

		. ,	<u>64</u>
elettini	, # ¹ ,	Page 5 of 8	Initials
2000-American Industrial Real Est	ate Association	.*	Form OFA-4-8/00E

	on the date of January 10, 2014	, it sha
er, or of any subsequent count upon delivery to the other Party	sroffer hereto, that creates an agreement between the Partie or either Broker herein of a duly executed writing uppossitional	os es describad i
his Liquidated Damages pera WOULD 8E IMPRACTICAE AMAGES WHICH WOULD REEMENT, THEREFORE, IF	graph is applicable only if initialed by both Parlies). LE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO BE SUFFERED BY SELLER IF BUYER FAILS TO , AFTER THE SATISFACTION OR WAIVER OF ALL OF	SIGNING THIS PERFORM IT ONTINGENCIES
NONE THER LIABILITY TO SELLER	, UPON PAYMENT OF SAID SUM TO SELLER,	BUYER SHALL
	41	
Buyer Initials	Seller Initials	
	- Caller Handle	
AS TO WHETHER SELLE MERICAN ARBITRATION A WHERE THE PROPERTY IS MPARTIAL REAL ESTATE E PROPERTY IS LOCATED AN APPOINTED UNDER THE SY IN ACCORDANCE WI ENT AND ANY AMENDMEN BITRATION DISCOVERY SI BLE TO ARBITRATION PROV ERED WITHIN 30 DAYS AI O THE PREVAILING PARTY DOMPETENT JURISDICTION TO APPEAR THEREAT. TO OR PARTICIPATION IN: INCITION BY BUYER F ATS IN AN AWARD TO TH AINST ANY ACTION BY BUYER BITRATION OF DISPUTES* RE GIVING UP ANY RICHTI LUNING IN THE SPACE BELOW ALTHON AFTER AGREEING T E CALIFORNIA CODE OF C	RIS ENTITLED TO THE LIQUIDATED DAMAGES AND BE DETERMINED BY BINDING ARBITRATION BY, AN ISSOCIATION ("COMMERCIAL RULES"). ARBITRATIC LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED. AND THE ARBITRATORS SHALL BE PERMITTED IN ACCORDANCE WITH THE ATTEMPT OF THE ARBITRATORS SHALL BE PERMITTED IN ACCORDANCE WITH THE CEEDINGS. THE AWARD SHALL BE EXECUTED BY A FIFER THE CONCLUSION OF THE HEARING, AND I PER PARAGRAPH 16 HEREOF, JUDGMENT MAY BE INOTWITHSTANDING THE PAILURE OF A PARTY DE BUCH ARBITRATION PROCEEDINGS SHALL NOT BUCH ARBITRATION PROCEEDINGS SHALL NOT BUCH ARBITRATION FROCEDINGS SHALL NOT BOTH THE FAILURE OF A PARTY DE BUCH ARBITRATION PROCEEDINGS SHALL NOT BUCH ARBITRATION FROCEDING SHALL NOT BUCH ARBITRATION OF DISPUTE ARBITRATION OF DISPUTE ARBITRATION OF THE PROVISION DECIDED BY NEUTRAL ARBITRATION OF SYOU MIGHT POSSESS TO HAVE THE DISPUTE LUDGED IN THE "ARBITRATION OF DISPUTES" PROVING IN THE "ARBITRATION ARREEMENT TO THIS ARREE TO SUBMIT DISPUTES ARISING OUT OF T	I/OR BUYER IS DO UNDER THE DO UNDER THE DO UNDER THE SET OF THIS L. HEAR AND PARTIES AS UNCED AT AN COMMERCIAL T LEAST 2 OF ENTERED ON ULY NOTIFIED WAR SUIT IN A UNLESS AND EVENT SUCH DE LY NOTIFIED THE SUIT OF
Buver Initials	Sallar Initials	
2 are each incorporated into this	s Agreement only if initiated by both Parities at the time that the	ei InemeergA er
	A COMMINION TO THE PREVAILING PARTY LINEST ANY ACTION BY SITE PREVAILING PARTY LINEST ANY ACTION BY SITE OF AN AWARD TO THE PREVAILING PARTY LINEST ANY ACTION BY SUTTING THE PREVAILING PARTY LINEST ANY ACTION BY SUTTING THE PROPERTY IS LOCATED AN APPOINTED UNDER THE ROPERTY IS LOCATED AN APPOINTED UNDER THE ROPERTY IS LOCATED AN APPOINTED TO COMPETENT JURISDICTION OF APPEAR THEREAT. TO COMPETENT JURISDICTION PROMPETENT JURISDICTION OF APPEAR THEREAT. TO COMPETENT JURISDICTION IN SURFACE OF A COMPETENT ANY ACTION BY SUTTING IN THE SPACE BELOW YES IN AN AWARD TO THIS IN AN AWARD TO THIS IN AN AWARD TO THE PREVAILING IN THE SPACE BELOW YES IT ANY ACTION BY SUTTING IN THE SPACE BELOW YES IT ANY ACTION BY SUTTING IN THE SPACE BELOW YES IT ANY ACTION OF DISPUTES* PROVISION TO CALIFORNIA CODE OF COMPETENT ANY ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION AFTER AGREEING TO CALIFORNIA CODE OF COMPETENT AND ACTION ASSETTANT AND ACTION AS A COMPETENT AND ACTION AS A COMPETENT AND ACTION AS A COMPETENT AND ACTION ASSETTANT AND ACTION AS A COMPETENT AS A COM	A STO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND DEPOSIT BROWNERD IN SECURITY IS LOCATED AND THE PROPERTY IS COATED AND THE PROPERTY IS COATED AND THE PROPERTY IS COATED AND AND ESTATEMENT. **COATED AND THE RESTORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL OF ENERIT, BUYER BREACHES THIS AGREEMENT, SELLER IF BUYER FAILS TO ENERIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO SELLER, AND ANY ESCROW CANCELLATION FEES AND THE LABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND THE LERR. ***STO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AN MERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION ASPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL BE ARBITRATION FOR THE COMMERCIAL RULES. THE ARBITRATION OF THE NOT AND ANY AMENDMENTS THEREOT, AND UPON THE EVIDENCE PROBLES THE ARBITRATION OF THE PROPERTY IS LOCATED. AND SUCH CONTROVERS' SHALL BE ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE LET OARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY A REPED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND OTHE PREVAILING PARTY PER PARAGRAPH 16 HEREOT, JUDIGMENT MAY BE COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DIO O THE PREVAILING PARTY PER PARAGRAPH 16 HEREOT, JUDIGMENT MAY BE COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DIO O PAPEAR THEREAT. **DOR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BE CIVING BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE IN THE SPACE BELOW YOU ARE AGREEMENT TO HAVE ANY DISPUTE ARISING IN THE SPACE BELOW YOU ARE AGREEMENT TO HAVE ANY DISPUTE ARISING IN THE SPACE BELOW YOU ARE AGREEMENT TO HAVE THE DISPUTE LILING IN THE SPACE BELOW YOU ARE AGREEMENT TO HAVE THE DISPUTE IN THE SAME SPECIFICALLY, INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION FOR PROVISION TO HEUTRAL ARBITRATION. **DOTHER FO

Initials

only for a Buyer has the following sliftmative obligations. (1) To the Buyer the Buyer and the Salar a. Dilgent excises or isason fair dealing and good faith. C. A duty to disclose all facts known to the age to, or within the diligent attention and observation of, the Parties. An eging the other Party which does not involve the attentions while set forth (0) Agent Representing Both Salar and Buyer. A real eaties at the buyer of the Buyer in a transaction, but only agency ellustion, this agent has the following affirmative obligations to be and loyalty in the dealings with either Saler or the Buyer. Do ther duties at this paragraph 24.2. (2) In representing both Salar and Buyer, the age ofter Party that the Salar will accept a price less than the listing price of the agent in a real estate transaction do not relieve a Salar or the softening affirmative objects the salar than salar and a state transaction do not relieve a Salar or Buyer confuty read all egreements to secure that they adequately express the address about real estate. Helped or tax advice is desired, consult a compact sessibility (including court costs and attentive Salar should each read it and the real estate agent in this framsaction and that disclosure. Brokers if the lability (including court costs and attentive) feest, of any Broker with not exceed the fee received by such Broker purposed the fee facelved by such Broker in the Salar grows to identify to 8 considered by such Party to be considered.	pant, alliter acting directly or through one or more associate licenses, can legal with the knowledge and consort of both the Solier and the Buyer. It has a to the Solier and the Buyer a. A fiduciary duty of utmost care, knogsty, hones to the Selter and the Buyer as stated above in their respective sections (e) or of times yet on whithout the express permission of the respective Purty, disclose to that they not without the express permission of the respective Purty, disclose to that the Buyer will pay a price greater than the price offered. (3) The above duty from the responsibility to protect that rown Interests. Buyer and Selter should understanding of the transaction. A real estate agent is a person qualified dentifyorlassional. If Seller may receive more than one disclosure, depending upon the number of socialists each time it is presented, considering the relationship between the second provided, however, that the foregoing limitation on relating to the Agreement share provided, however, that the foregoing limitation on each Broker's liability that at a continuous shall have a "Confidential" any communication or information given Broker that it eddings and titles are for the convenience of the parties only and ethat not be singular shall include the plural and vice versa. Unless otherwise specifical it mean and refer to calendar days. This Agreement shall not be construed as a whole, as if both parties had prepared it.
N/A	
None,	·
ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, O TO WHICH IT RELATES. THE PARTIES ARE URGED TO: 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSI 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND RIVE SHOULD NCLUDE BUT NOT BE LIMITED TO: THE POSSBILE PRESENCE O RITEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATIN INTENDED USE.	ESTIGATE THE CONDITION OF THE PROPERTY, SAID INVESTIGATION F HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE IG BYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S N CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED
	LE OF RESIDENTIAL PROPERTY. KAT THIS AGREEMENT BE SKINED BY TWO CORPORATE OFFICERS. ATTRS AND CONDITIONS STATED AND EXCHOMINATION OF B COPY HOREOF.
вкокея: Staphen Kang, PLLC	BUYER;
Attn: Stephen Kang, PLLC	By:
Title:	Date: January 10, 2014
Address: 28202 Cabot Rd., Ste. 300	Name Printed: Young & Husain, P.L.L.C.
Laguna Niguel, CA 92677	Tide: POA amended to be dated 01/10/2014
Telephone; 949-365-5628	Telephone/Facsimile: 713-621-8900/713-621-8909
Facsimile: 949-480-4518 Federal ID No.	Ву:
t doors as stop	Date:
	Name Prinled:
	Tide;
	Address:
	Telephone/Facshnike:
	Federal ID No.

a sum equal to % of the Purchase Price divided in such s	rendered by Brokers, Saller agrees to pay Brokers a real estate Brokerage Foe heres as seld Brokers shall direct in writing. This Agreement shall serve as obtain out of the proceeds exercting, to the account of Seller at the Closing, rokers to deliver a signed copy to Buyer.
NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DE	LIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.
BROKER:	SELLER:
Same as Above.	\mathcal{L}
	Curcens
Altn:	Ву:
Title:	Delo: January 10, 2014
Address:	Name Printed: Eram Keeligan c/o Solo Gonzalez
. 4	Title: Licensed Broker, Gunnless & Atkinson
Tolephone:	Telephone/Facsimile: 877-799-8332
Facsimile:	
Federal ID No.	Ву:
	Date:
	Name Printed:
•	Tillo:
·	Address:
	Telephone/Facsimile:
	Foderal ID No.

OCopyright 2000-By American industrial Real Estate Association. All rights reserved.
He need of these works new he connecticed in any form without necession to written.

777_0006032

Initials
2000-American Industrial Real Estate Association

Page 8 of 8

Initiats

Form QFA-4-8/00E

Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/17 Page 107 of 199



AMENDED ESCROW INSTRUCTIONS

Date: April 10, 2013

Escrow No.

5048885-KK

Re:

1654 W El Segundo Bivd, Gardena, CA 90249

To: Central Escrow, Inc. - Eddie Kang & Julia Kim

My previous instructions in the above numbered escrow are hereby modified - supplemented in the following particulars only.

The parties agree that the contingencies on item no. 9.1 c, d, and e shall be extended to May 10, 2013 from the original
contingencies removal date, due to due diligence on the feasibility study for company plan. Buyer and Seller agree to
indemnify, defend and hold Escrow Holder, its employees and officer of the corporation, real estate agents and/or brokers
harmless from any liability or loss in connection with this instruction.

All other terms and conditions of this escrow shall remain the same. All parties signing this instruction acknowledge receipt of a copy of same.

END OF AMENDMENT

SELLER:

Toltec Holdings, LLC

By: Adrian Garcia De Alba, President

BUYER:

Nomaan K. Husain, P.C.

KANG0004120

Ex.12

Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/17 Page 108 of 199



CENTRAL ESCROW, INC.

3660 Wilshire Blvd., #108, Los Angeles, CA 90010 Tel:(213)925-5547 * Fax:(213)568-3918

ESCROW INSTRUCTIONS & ACCEPTANCE

Date:

August 27, 2013

Escrow No.

5048885-KK

Re:

1654 W El Segundo Blvd, Gardena, CA 90249 and

1635 W. 130th Street, Gardena, CA 90249 (Mara Escrow, Inc.)

To All:

Please find enclosed following instructions & aceptance for the above referenced escrow -

1. The parties agree that per clause 4 of the purchase agreement with original contingencies removal date based on the soil and environment tests by August 15, 2013, due to due diligence on the feasibility study for company plan, the closing will take place for Properties referenced above. Buyer and Seller agree to indomnify, defend and hold Escrow Holder, its employees and officer of the corporation, real estate agents and/or brokers harmless from any liability or loss in connection with this instruction. Attached Instruction is to be used for wiring of the total sum of \$2,530,000.00, for closing on or before August 28, 2013.

All other terms and conditions of this excrow shall remain the same. All parties signing this instruction acknowledge receipt of a copy of same.

Wiring Instructions:

See attached.

END

SELLERS:

Toltec Holdings, LLC

By: Adrian García De Alba, President

Individually

Marie Solym

BUYER:

Nomaan Husain, PC POA Third Party Entity

Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/137 Page 109 of 195



TO: Central Eserow, Inc.

Date: October 29, 2013

Escrow No.: 5048885-XX

CANCELLATION ESCROW INSTRUCTIONS.

WHEREAS, the undersigned Purchaser had agreed to purchase, and the u commonly known as 1654 W El Segundo Blvd, Gardens, CA 90249 and

WHEREAS, Purchaser and Seller mumally agree to cancel the exerow referred to above that Capital Exerow, i.e. is hereby authorized by Purchaser, Seller and Broker(s) to disburse the deposit you now hold in the sum of \$3,000.00 as follows:

5 1,760,00

to Central Escrow, Inc.

114,00

to Property ID

2,500.00

to Solomon Resity & Investment

\$ 33,826.00

to Toltee Holdings, LLC

IT IS FURTHER AGREED that Purchaser and Soiler will hold the undersigned Broker(s) and Speaking Excrew, Inc. harmless and fire of any and all liability in connection with the release of funds as directed above and for the discollation of the purchase and cale of property as returned to above. Upon Excrew Rolder's receipt of property executed cancellation convolutions by all parties haven, all documents shall be returned to the party(los) depositing same.

Toltoo Holdings, LLC

Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22/17 Page 110 of 195



AMENDED ESCROW INSTRUCTIONS

January 28, 2013	Escrow No.	5048885-KK
1654 W El Segundo Hivd, Gardenz, CA 90249		
eutral Escrow, Inc Julia Kim	· · · · · · · · · · · · · · · · · · ·	
·	diffect — supplemented in the follow	ing particulars only.
contingencies removed date, due to due diligence on the fe indomnify, defend and hold Escrow Holder, its employees ar	asibility study for company plan, ad officer of the corporation, real a	Buyer and Seller agree
er terms and conditions of this encrow shall remain the same. Al	li parties signing this instruction ac	knowledge receipt of a cop
END OF AMEN		
	entral Escrow, Inc Julia Kim vious instructions in the above numbered escrow are hereby mo The parties agree that the contingencies on item no. 9.1 c contingencies removal date, due to due diligence on the fe indomnify, defend and hold Escrow Holder, its employees at harmless from any liability or loss in connection with this inste or terms and conditions of this escrow shall remain the same. A	1654 W El Segundo Bivd, Gardena, CA 90249 entral Eserow, Inc Julia Kim vious instructions in the above numbered escrow are hereby modified — supplemented in the follow. The parties agree that the contingencies on item no. 9.1 c, d, and e shall be extended for contingencies removal date, due to due diligence on the feasibility study for company plan, indomnify, defend and hold Escrow Holder, its employees and officer of the corporation, roal of harmless from any liability or loss in connection with this instruction. The terms and conditions of this escrow shall remain the same. All parties signing this instruction action.

SELLER:
Toltec Holdings, LLC

By: Adrian Garcia De Alba, President

BUYER:

Nomaan K. Husaln, P.C.

KANG0001946

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BELLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE		
INVOICE NUMBER	10-5557-KM	
DATE	04-30-12	
DUE DATE	N.A.	
ATTORNEY IN CHARGE	Stephen Kang, PLLC	
CLIENT NO	346357OK	

LINE	DESCRIPTION	HR RATE] · ·	
	E Mails, Review, Phone Calls -	\$350 per	•] .	
	30 min 4/24 - No Charge	Hour			
	Consultation - 1 hour 4/29 - No Charge	ŀ	No Charge		
	E Mails, Review, Phone Calls – 1 hour 5/2 - No Charge		`		
	Lunch Meeting - 1 hour 30 min 5/4 - No Charge				
	TOTAL: 4 hours (Special Client Discount) - No Charge - \$1,400.00 Fee Walved		Initial Retainer –		
	Initial Retainer for Asset Protection & Trust Arrangements Estimated - \$5,000.00 Client Discount on Retainer Amount - \$3,500.00		\$3,500.00		
1		Subtotal	Tax	.J	TOTAL DUE
US COF	RPORATION - IRS EIN REGISTRATION NO 71-0983630	<u></u>	0.00	0.00	\$3,500.00

WIRING INSTRUCTIONS:

Wire information: Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600

Account No: 07 83 666609
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Approval: Employee

Accounting:

Ex.16

Remit To: Suile C504 1001 Avenida Pico San Ciemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	10-6233-KM		
DATE	05-31-12		
DUE DATE	N.A		
ATTORNEY IN CHARGE	Stephen Karg, PLLC		
CLIENT NO	346357OK		
•			

LINE	DESCRIPTION	HR RATE	AMOUNT		:
	2.5 Hours — E Mails, Phone Calls and Discussions on Exclusive Agreement for Distributors, Security Agreement, Client Deposit Escrow/Trust Accounts 1.6 Hours — E Mails, Drafting and Rewrite on Agreement for Bradeat Product Agreement 1.0 Hours — In and Out Discussions, Legal Issues 3.5 Hours — Drafting and Finalizing Trust Agreement for Ottogl America, Inc. 1.5 Hours — Fiting of Delaware Ottogl Property Trust Company, LLC Expense of Filing Fee, Local Agent Appointment, Office Address - \$750.00 2 Hours — Meeling at Gardena Offices w CEO Lee 1.5 Hours Signing of Trust Agreement and Sunkist Discussion Expense of Notary - \$40.00	\$350 per Hour X 13.5 Hours	\$4,725.00 Plus Expenses \$750.00 \$40.00 TOTAL = \$5,515.00 Retainer (\$3,500.00) April 2012		
		Subtotal	Tax 0.00	0.00	TOTAL DUE \$2,015.00

* WIRING INSTRUCTIONS:

Wire Information: Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600 Beneficiary Bank:

Wells Fargo, N.A. Domestic Route: 111900669 SWIFT: WFBIUS6S

Account Type: USD Gurrent Account

Employee:

Approval:

Remit To: Suite C504 1001 Avenida Pico San Clamente, CA 92573 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 90249

3 .

ORIGINAL INVOICE			
INVOICE NUMBER	10-6234-KM		
DATE	05-31-12		
DUE DATE	N.A		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		

LINE	DESCRIPTION	HR RATE	AMOUNT	
•	Relainer for Margers' & Acquisition Matter Oua Diligence – \$3,500.00	\$350 per Hour	\$3,500.00	
				·
		Subtofal	Tax	 TOTAL DUE

WIRING INSTRUCTIONS:

Wire Information: Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600 Account No. 1045 688800 Beneficiary Bank: Wells Fargo, N.A. Domestic Route: 111800859 SWIFT: WFBIUS6S Account Type: USD Current Account

Approval:

Employee:

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

10-7239-KM
09-30-12
N.A.
Stephen Kang, PLLC
346357OK
·

LINE	DESCRIPTION	HR RATE	}	AMOUNT]
07/12 To 09/12	3.5 Hours - Phone Calls, E Mells and Letters - Various Collection Metters - R Ranch, Seatte, WA attorney correspondences end in and Out 6.5 Hours - E Mails, Research, Calls and Material Preparation for Sunkiet Materials and PowerPoint Sunmary for Korea 1.0 Hours - In and Out Discussions, Legal Issues and Employment Handbook 2 Hours - Calls and Discussions, E Mails on Various Legal Matters Postages and Fees Waived	\$350 per Hour X 12.0 Hours	June 2012	(\$	\$4200.00 Plus Expenses None = \$4,200.00 Retainer 3,500.00)	> 6A old 3445€
	ORATION - IRS EIN REGISTRATION NO71-0983630	Subtotal	TOTAL DUE = Advance Retain Representation \$3,500.00	er for Next	TOTAL DUE \$4,200.00	on 对称 Psychle是 对独立证则

3 - WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0753 656600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900859
SWIFT: WFBIUS6S
Account Type: USD Current Account

Approval:

Employee:

Remit To: Suile C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

EULTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

10-31-12
N.A.
Stephen Kang, PLLC
346357OK

LINE	DESCRIPTION	HR RATE	AMOUNT
10/01/ 12 To	B.5 Hours – General meetings, Meeting w Austin Kim, Lunch Meetings, Review of Offer Contracts, Set Up POA and Escrews for the Land Acquisition 1.5 Hours – Start the Redraft of Employee Handbook 1.0 Hours – Miscollaneous Consultations, E Malls, Discussions on Various Legal Meters	\$350 per Hour X 11.0 Hours	\$3850.0 Plu Expense <i>Non</i>
10/31/ 12	Approval: Employee: Accounting:		NOTAL = \$3,850.00 Retainer Applied (\$3,500.00) Oct 2012 TOTAL DUE = \$350,00 Advance Retainer for Next j Representation \$ \$3,500.00 .CNoV 7.);
US CORP	ORATION — IRS EIN REGISTRATION NO 71-0083630	Subtotal	Tax 0.00 0.00 \$3,850,00

WIRING INSTRUCTIONS:

Wire Information:
Baneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0753 556600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suile C504 1001 Avenide Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogl America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER	12-6255-KM			
DATE	12-26-12			
DUE DATE	N.A			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	346357OK			
TERMS:	DUE UPON RECEIPT			

LINE	DESCRIPTION	HR RATE	AMOUNT		
	2.5 Hours - Austin Kim, Land Acquisition Processing, Offers and Terms and Conditions 1.5 Hours - E Mails, Drating and Rewrite on Agreements for Cartel, Other Miccelliancous Matters 1.0 Hours - Phone Cells, E Mails and Discussions and Dratting of Employee Termination 2.5 Hours - Maetings in Houston, Texas Approval: Approval: Approval: Accounting: Accounting:	\$350 per Hour X 7.5 Hours	\$2,625.00 Plus Expenses Houston Trip \$1108.70 Flight \$89.00 Meals = \$3822.70 Apply \$3,500.00 Floteiner Jan - Mar 2013 2013 2016: \$10,500.00 TOTAL DUE: \$10,822.70		
		Subtotal	Tax	L	TOTAL DUE
SCOR	PORATION - IRS EIN REGISTRATION NO71-0983630		0.00	0.00	\$10,8

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Hueain, PLLC
Account No: 0763 855600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suile C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER 12-6255-KM			
DATE	12-26-12		
DUE DATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
TERMS:	DUE UPON RECEIPT		

LINE	DESCRIPTION	HRRATE	TAUCHA		
	2.5 Hours – Austin Kim, Land Acquisition Processing, Offers and Terms and Conditions 1.5 Hours – E Mails, Drafting and Rewrite on Agreements for Cetel, Other Miscelianeous Matters 1.0 Hours – Phone Calls, E Mails and Discussions and Drafting of Employee Termination 2.5 Hours – Meetings in Houston, Texas Approval: Accounting: Accounting:	\$350 per Hour X 7.5 Hours	\$2,625.00 Plus Expenses Houston Trip. \$1108.70 Flight \$89.00 Meals = \$3822.70 Apply \$3,500.00 Reteiner Oue: \$322.70 Advance Retainer Jan Mar 2013		
S-CORP	PORATION ~ IRS EIN REGISTRATION NO 71-0983530	Subtotal	TOTAL DUE: \$10,822.70	0.00	FOTAL DUE \$10,822.70

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stophen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Bank:
Wells Fargo, N.A.,
Domestic Route: 11190659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER 13-6117-KM				
DATE	03-01-13			
QUE DATE	N.A.			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	346357OK			

1	LINE	DESCRIPTION	HRI RATE	AMOUNT	1		
3		*January 31 February 28 Vertous metters with Land Acquisition / maetings / draftling of contracts / calls and environmental testing discussions	\$350 per Hour	5.7 Hours x \$350.00= \$1,995.00			
		Approval: Employee: Accounting:		Retainer - \$3,500.00- \$1,995.00= \$1,505.00 Still in Retainer Balance			: *
	S CO.	PORATION – IRS EIN REGISTRATION NO 71-9983630	Subtotal	Tax 0.00	0,00	TOTAL DUE	NONE

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Plco San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottog1 America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 30249

ORIGINAL INVOICE			
INVOICE NUMBER	12-6255-KM		
DATE	12-26-12		
DUE DATE	N.A		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
TERMS:	DUE UPON RECEIPT		

LINE	DESCRIPTION	HR RATE	AMOUNT	ļ
*	2.5 Hours - Austin Kim, Land Acquisition Processing, Offers and Terms and Conditions 1.5 Hours - E Mails, Drafting and Rewrite on Agreements for Cartel, Other Miscellaneous Matters 1.0 Hours - Phone Cells, E Mails and Discussions and Orating of Employee Termination 2.5 Hours - Meetings in Houston, Texas Approval: Employee: Accounting: Accounting:	\$350 per Hour X 7.5 Hours	\$2,625.00 Plus Expenses Houston Trip \$1108.70 Fight \$89.00 Meals = \$3822.70 Apply \$3,500.00 Boteliner Jan - Mar 2013 Due: \$10,500.00 TOTAL DUE: \$10,822.70	\$275 -
e cop	PORATION – IRS EIN REGISTRATION NO 71-0983630	Subtotal	Tax 0.00	0.00 \$10,822.70

WIRING INSTRUCTIONS:

> "

Wire information:
Beneficiary: Stephen Kang, PLLC c/o Young & Hueain, PLLC
Account No: 0763 858800
Beneficiary Bank:
Weils Fargo, N.A.
Domestic Route: 111900859
SW&T: WFBIUSSS
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

ORIGINAL INVOICE				
INVOICE NUMBER 34-1100-RF				
DATE	04-30-13			
DUE DATE	N.A			
ATTORNEY IN CHARGE	Stephen Käng, PLLC			
CLIENT NO	346357OK			
	1			

LINE	DESCRIPTION	HR RATE	AMOUNT		
•	Various Matters - Review of Contracts, E Maks and Data on Land Inspections	\$300 per Hour	\$3,500		
	- Retainer Recurring Billing	İ]		
l	RPORATION IRS EIN REGISTRATION NO 71-0963830	Subtotal	Tax Q.SO	0.00	BUD JATOT

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656500
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 11190659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	34-4567-FG		
DATE	05-31-13		
DUE DATE	N.A		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENTING	346357OK		
	1		

			·
LiN	DESCRIPTION	HR RATE	MOUNT
}	Various Matters – Review of Contracts, E Mails and Data on Land Inspections, Extensions of Contingent Offers for Lots Gardens, CA Retainer Recurring Billing	\$300 per Hour	3500.00
			:
	·		
usc	DRFORATION - IRS EIN REGISTRATION NO 71-0983630	Subtotal	7ex 0.00

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900559
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	34-5678-GE		
DATE	06-30-13		
DUE DATE	N.A		
ATTORNEY IN OHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
•			

		f	T	1 · · · · · · · · · · · · · · · · · · ·	
i	LINE	DESCRIPTION	HRRATE	AMOUNT	
		Various Matters — Meetings at Client Office, Insurance Set Up, Letters, Contract Reviews, Escrow Cos Olecussions, Meetings with Selfers for Lots in Gardena, Arent and Fox Meetings, Auslin Idm Meetings	\$300 per Hour	\$3500.00	
		- Retainer Recurring Billing			
!					
•	_				
	,				
ļ	He cor	PORATION - IRS EIN REGISTRATION NO71-0983630	Subtotal	Tax 0.00	

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Benk:
Wells Fargo, N.A.
Domestic Route: 111900559
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	34-0994-VB				
DATE	07-31-13				
DUE DATE	N.A.				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENTNO	346357OK				

				→	
LINE	DESCRIPTION	HR RATE	AMOUNT		
-	Various Matters — Land Closings in Gardena, Laweut Drafting, Review of Class Action Matters, Research on Case Laws for Class Action, Documentation for Closing, Escrow Sol-Ups for Land Closing Preparation, Letters, E Matts	\$300 per Hour	\$3,500.00		
	- Retainer Recurring Billing		,		
		<u> </u>			
US CO	RPORATION - IRS EIN REGISTRATION NO 71-0968630	Subtotal	Tax 0.00	0.00	TOTAL DUE \$3500.

, ... WIRING INSTRUCTIONS:

3 -

....

Wire Information:
Beneficiary; Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Bank:
Wells Fargo, N.A.
Demestic Route: 111900559
SWIFT: WFBIUSSS
Account Type: USD Current Account

Remit To: Suite C504
- 1001 Avenida Pico
San Clemente,CA
92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER	34-5435-RT			
DATE	08-31-13			
DUE DATE	N.A			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	3463570K			

l li	NE	DESCRIPTION	HR RATE	AMOUNT		
	şû.	Various Matters – Land Closings in Gardena, Insurance Claims, Collection, Proceeds for Land Closing Handling, Meeting with Solomon Attorney, Arent and Fox Meetings, Lawsuit Service, Land Lot Preparation, Vendor Escrow Set Up, Letters, E Mails, Phone Calls	\$300 per Hour	\$3,500.00		
		- Retainer Recurring Billing				
					-	
us	COF	PORATION - IRS EIN REGISTRATION NO 71-0983630	Subtotal	Tax 0.00	0,00	TOTAL DUE \$3500.00

WIRING INSTRUCTIONS:

p ~

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC
Account No: 0763 656600
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900659
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suile C504 1001 Avenida Ploo San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1660 W. El Segundo Bivd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER	12-6255-KM			
DATE	12-26-12			
DUE DATE	N.A			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	346357OK			
	_			
,,,				
TERMS:	DUE UPON RECEIPT			

LINE	DESCRIPTION	HR RATE	AMOUNT	j	
~	2.5 Hours – Austin Kim, Land Acquisition Processing, Offers and Terms and Conditions 1.5 Hours – E Mails, Crafting and Rewrite on Agreements for Cartel, Other Miscellaneous Matters 1.0 Hours – Phone Catls, E Mails and Discussions and Drafting of Employee Termination 2.6 Hours – Meetings in Houston, Texas Approval: Employee: Accounting:	\$350 per Hour X 7.5 Hours	\$2,825.00 Plus Expenses Houston Trip \$1108.70 Filight \$89.00 Meels \$3822.70 Apply \$3,500.00 Relatiner Jun \$322.70 Advance Retainer Jan - Mar 2013 DUE: \$10,600.00 TOTAL DUE: \$10,822.70		
		Subtotal	Tax	<u></u>	TOTAL DUE \$10,822.70

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Staphen Kang, PLLC c/o Young & Huesin, PLLC
Account No: 0763 454800
Beneficiary Bank:
Welfs Fargo, N.A.
Domestic Routs: 11190863
SWAFT: WFBIUS6S
Account Typs: USD Gurrent Account

VIGIO - 11300

_ ممه ا

11/5/13 -275

cleared 11/20/13 6,725 -

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

92673 U.S.A.

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE						
INVOICE NUMBER	12-345-GHT					
DATE	11-30-13					
DUE DATE	N.A					
ATTORNEY IN CHARGE	Stephen Kang, PLLC					
CLIENT NO	346357OK					

LINE	DESCRIPTION	HR RATE		Ì	
	E Mails, Correspondences, Work on Mark Registrations, UCC Filings, Lawsuit Drafts for Eviction of B & G Rentals Tenants, Court Appearances, 11/19, 12/6, and Visits with 1631 W El Segundo Blvd, Gardena, Lot Seller and Mentings Vertified Approved by	\$300 per Hour	14.5 Hours		
	Dept. Miss. Requested by AHOP				
		Subtotal	Tax		TOTAL DUE
US COR	RPORATION - IRS EIN REGISTRATION NO 71-0983630		0.00	0.00	\$4,350.00

WIRING INSTRUCTIONS:

5 ~

Wire Information: Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600 Beneficiary Bank: Wells Fargo, N.A.

Domestic Route: 111900659 SWIFT: WFBIUS6S

Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico ٥-San Clemente, CA 92673 U.S.A.

> SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER	12-5467-FG			
DATE	02-03-14			
DUE DATE	N.A			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	346357OK			
	·			

LINE	DESCRIPTION	HR RATE	AMOUNT		
	Various Matters – Land Closings Issues in Gardena, Ottogi Ämerica Trademark Fiting, UCC filing for NJ, Property Tax and Eviction Issues for Gardena Lots, Letters, E Mails, Phone Calls, Purchase Offer for Land Lot in Gardena, Meetings, Court Hearing Attendances	\$300 per Hour x 12.5	\$3,750.00		
	Approved by Verified by	And the state of t	·		
	Requested by	Subtotal	Tax		TOTAL DUE
US COL	RPORATION - IRS EIN REGISTRATION NO 71-0983630	Santolar	0.00.	0.00	\$3,750.00

WIRING INSTRUCTIONS:

Wire Information: Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600 Beneficiary Bank: Wells Fargo, N.A. Domestic Route: 111900659 SWIFT: WFBIUS6S Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	N.A.				
DATE	05-31-14				
DUE DATE	N.A.				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				

LINE	DESCRIPTION	RATE			AMOUNT		_
	LOT 25 GARDENA, CA CLOSING COSTS & 2% FEES		\$5,00) Closir	ng Costs		
	of the second		\$17,90	00.00 2	% FEES		
	e L		i				
- 4							
*		Subtobal	Tex			TOTAL DUE	
US COR	PORATION - IRS EIN REGISTRATION NO71-0983830	1	-	0.00	0.00	\$2	2,900.00

WIRING INSTRUCTIONS:

Wire Information:
Beneficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 85860
Beneficiary Bank:
Wells Fargo, N.A.
Domestic Route: 111900669
SWIFT: WFBIUS6S
Account Type: USD Current Account

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGI	NAL INVOICE
INVOICE NUMBER	54-1256-RT
DATE	06-04-14
DUE DATE	N.A
ATTORNEY IN CHARGE	Stephen Kang, PLLC
CLIENT NO	346357OK
 . .	

LINE	DESCRIPTION	HR PATE	AMOUNT		
	Various Matters – Meetings, Phone Calls, E Mails, Reviews of Cases, Vendor Languages, Deed Recording, Handling Tenant Issues, Land Lot Vaceting, Letters, Review of Contracts, San Diego Trip and Hearings, Court Attendances	\$300 per Hour X	\$5,700.00		
	Feb 1 Feb 28, 2014 - 7.5 Hours	19 HRS			
	March 1 - March 31, 2014 - 4.5 Hours				
	April 1 April 30, 2014 - 4,0 Hours				
	May 1-May 31, 2014- 3 Hours				
	Billed Litigation to Seller Per Agreement of Aug. 26, 2013 23 Hours (Walved for Ottogl Client)				
		Subtotal	Tax		TOTAL DUE
JS COI	RPORATION - IRS EIN REGISTRATION NO 71-0983630		0.00	0.00	\$5,

WIRING INSTRUCTIONS:

Wire Information: Penaficiary: Stephen Kang, PLLC c/o Young & Husain, PLLC Account No: 0763 656600 Beneficiary Bank: Wells Fargo, N.A.

Domestic Route: 111900659 SWIFT: WFBIUS6S Account Type: USD Current Account

Verified by Approved by Dept. Mgr. Requested by

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. - 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGI	NAL INVOICE
INVOICE NUMBER	10-5557-KM
DATE	04-30-12
DUE DATE	N.A.
ATTORNEY IN CHARGE	Stephen Kang, PLLC
CLIENT NO	346357OK
•	
, ,	1

LINE	DESCRIPTION	HR RATE	1	· ·	•
		\$350		` `	• · · · · · · · · · · · · · · · · · · ·
		per Hour		}	
			No Charge	.]	
				1	REDACTED
	, •	}			
	•		Initial		
		İ	Retainer – \$3,500.00		•
	•••			•	
L_		Subtotal	Tex		TOTAL DUE
CORP	PORATION IRS EIN REGISTRATION NO 71-0983630		0.00	0.00	\$3,500.00

WIRING INSTRUCTIONS:

Approvak.

Employee

Remit To: Suite C504 1001 Avenida Ploo San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGI	NAL INVOICE				
INVOICE NUMBER	10-6233-KM				
DATE	05-31-12				
DUE DATE	N.A.				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				
					
•					

LINE	DESCRIPTION	HR RATE	AMOUNT	1	
	و	\$350			•
		per Hour	112	'	•
		Tioui X	114,1		
		45.5	".8	-	
		13.5 Hours		N	•
	• *			. }	•
	ξ ·	1 1			
	e green				
- -			•		
				ŀ	
	· · · · · · · · · · · · · · · · · · ·	1 1		1	
-	•				
				<u>.l.,</u> ,	
	ORATION — IRS EIN REGISTRATION NO 71-0983630	Subtotal	Tax 0.00	0.00	TOTAL DUE

3 * WIRING INSTRUCTIONS:

Approval:

Employee:

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

EKLITO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Elvd. Gardena, CA 90249

ORIGI	NAL INVOICE
INVOICE NUMBER	10-6234-KM
DATE	05-31-12
DUE DATE	N.A. ·
ATTORNEY IN CHARGE	Stephen Kang, PLLC
CLIENT NO	346357OK
	<u> </u>
	1

INE	DESCRIPTION	. HR RATE	TAUQMA	1	
	the transfer of the second	\$350 per Hour	A1 1		
			_		
	•				
ļ. 			• .		
<u> </u>		Subtotal	Tax] 	OTAL DUE
DEPORATIO	N = IRS EIN REGISTRATION NO71-0963630	1	0.00	0.00	93

WIRING INSTRUCTIONS:

Approval:

Employee:_

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

INVOICE NUMBER	10-7239-KM
DATE	09-30-12
DUE DATE	N.A.
ATTORNEY IN CHARGE	Stephen Kang, PLLC
CLIENT NO	346357OK
	· ·

	LINE	DESCRIPTION	HR RATE		AMOUNT	
0	7/12		\$350			
3	То	· · • · ·	per Hour X			
09	9/12		12.0 Hours	İ		•
		•			`.	
		1. 1.				
				·		
	- 1					İ
			Sublotat	Tax	0.00	TOTAL DUE
<u>US C</u>	ORPO	ATION - IRS EIN REGISTRATION NO 71-0983630		0.00	0.00	

> WIRING INSTRUCTIONS:

Approval:

Employee:

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 90249

INVOICE NUMBER	10-8241-KM
DATE	10-31-12
DUE DATE	N.A.
ATTORNEY IN CHARGE	Stephen Kang, PLLC
CLIENT NO	346357OK
	-
	

LINE	DESCRIPTION	HRRATE		AMOUNT	
10/01/ 12		\$350 per Hour X			Plus Expenses <i>None</i>
10/31/	Approval: Employee: Accounting:	Hours	Oct 2012 TOTAL DUE = : Advence Relain Refussehitition \$3,500:00 .CN	Retaine (\$ \$350,00 er for Next	= \$3,850.00 or Applied 3,500.00)
US CORPO	RATION - IRS EIN REGISTRATION NO 71-0983530	Sublotal	Tax 0.00	0.00	TOTAL DUE

Remit To: Suile C504 1001 Avenide Pico San Clemente CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Bivd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	12-6255-KM		
DATE	12-26-12		
DUEDATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
<u> </u>			
TERMS:	DUE UPON RECEIPT		

TINE	DESCRIPTION	HR RATE	THUOMA	
		\$350		
· .		per		į
	g.	Hour		- 1
1	• * • • • • • • • • • • • • • • • • • •	X	.,	1
j	•	7.5	, "	- 1
- 1			'	- 1
		Hours	٠ .	. }
· ·	τ			、 I
		1 1	<u>-</u>	`
			•	- 1
1		1 1		·
- I				- 1
- !	and a server			j
- 1	Approval:	1 1	•	. !
ı	11 100	1 1		ı
Ī	77	1 V		
- 1	Employee:	1 1		j .
j	-11 00	1 1	•	
	Accounting:	1 4		- 1
- 1	1.000	1 1	~~~~~~	
	·	1 1		- 1
- 1		1 1		i
		Subtotal	Tax	
CORPO	RATION - IRS EIN REGISTRATION NO71-0983630	CHIPA COL	0.00	
~~~	TYTION NO ENTICOGOTOTION NO 1 TABBOOD		0,00	

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLIO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	12-6255-KM		
DATE	12-26-12		
DUE DATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
·			
TERMS:	DUE UPON RECEIPT		

LINE	DESCRIPTION	HR RATE	TRUOMA	ĺ
		\$350	•	
í	`	рег		
- 1		Hour		l
- I	<u>.</u>	X		j
!		7.5		
- 1		Hours		1
ı		,		1
- 1		·		
		] ].		
1		-		į .
- 1	Percuper			
1	muyer -	- 1		
	Approval:	1 1	_	1
- 1		1 1		i
1	implance:			İ
- 1		1		C. Day. Sea. 3
ĺ	Accounting:	}.		South State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the
ĺ	7,00	1		
- 1		1 1	<del></del>	
j				1
	·			
		Sublotal	Гах	TOTAL DUE
CURPORA	TION - IRS EIN REGISTRATION NO71-0983630		0,00	0,00 \$10,822

Remit To: Suite C504 1001 Avenkla Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE		
INVOICE NUMBER	13-6117-KM	
DATE	03-01-13	
DUE DATE	N.A.	
ATTORNEY IN CHARGE	Stephen Kang, PLLC	
CLIENT NO	346357OK	
	-	
	ĺ	

NNE	DESCRIPTION	HA RATE	TAUOMA			
	January 31 - February 28	\$350 per Hour			•	
	Approval:  Employee:  Accounting:					
IS CORP	ORATION IRS EIN REGISTRATION NO 71-0903630	Subtotal	Tex 0.00	0.00	TOTAL DUE	N

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Hlvd. Gardena, CA 90249

ORIGINAL INVOICE		
12-6255-KM		
12-26-12		
N.A		
Stephen Kang, PLLC		
346357OK		
DUE UPON RECEIPT		

LINE	DESCRIPTION	HR RATE	THUOMA		
<del>-  </del>		\$350 per Hour	\$2,625,00		\$275
.		7.5 Hours			
	·		4 P		
-	-	1	,		
	Approval:				,
	Employee: T		<b>u.</b>		
	Accounting:		TOTAL DUE: \$10,822.70		
CORPOR/	ATION - IRS EIN REGISTRATION NO 71-0980630	Subtotal	Tax 0.00	0.00	TOTAL DUE \$10,822.7

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

> "BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	34-1100-RF		
DATE	04-30-13		
DUE DATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
· · · · · · · · · · · · · · · · · · ·			
	1		
	1 .		

LINE	DESCRIPTION	HR FATE	AMOUNT	- 1	
		\$300 per Hour	\$3,500		
-					
	•				
1		Subtotal	Tax 0.00	0.00	TOTAL DUE \$3,500.00

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW.

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE		
INVOICE NUMBER	34-4567-FG	
DATE	05-31-13	
DUE DATE	N.A	
ATTORNEY IN CHARGE	Stephen Kang, PLLC	
CLIENT NO	3463570K	
· · · · · · · · · · · · · · · · · · ·		
•	f	

UNE	DESCRIPTION	HARATE	AMOUNT		
		\$300 per Hour	3500.00		
	•				
1					
IS CORE	OFIATION - IRS EIN REGISTRATION NO 71-0983630	Subtotal	Tex 0.00	0.00	TOTAL DUE \$3,500.0

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	34-5678-GE				
DATE	06-30-13				
DUE DATE	N.A.				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				
•					
<del></del>					

LINE	DESCRIPTION	HRRATE	THUOMA	``	
		\$300 per Hour	\$3500.00		
1 )	********	1	İ		
	•	-	1		
	•				
			·		
-					
					•
US CORPORATION -	IRS EIN REGISTRATION NO71-0983630	- Subtotal	Tax 0.00	0,00	TOTAL DUE \$3500.00

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	34-0994-VB				
DATE	07-31-13				
DUE DATE	N.A				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				
	İ				
	·				

1	INE	DESCRIPTION	HR FIATE	TAULOMA	-	
	1		\$300 per Hour	\$3,500.00		
		•				
	<u> </u>	``	Subtotal	Tax		TOTAL DUE

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

> SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	34-5435-RT				
DATE	08-31-13				
DUE DATE	N.A.				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				
*					

LINE	DESCRIPTION	HR RATE	AMOUNT		
ð		\$300 per Hour	\$3,500.00		,
CORPORATION I	RS EIN REGISTRATION NO 71-0983630	Subtotal	Tex 0.00	0.00	TOTAL DUE \$3500.00

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE					
INVOICE NUMBER	22-567-78BB				
DATE	11-17-2013				
DUE DATE	N.A				
ATTORNEY IN CHARGE	Stephen Kang, PLLC				
CLIENT NO	346357OK				
	i i				
	·				

UNE		DESCRIPTION	HR RATE	AMOUNT		•
			\$300 per Hour	\$5,000.00		
	•					
.		•				
				-		·
		EGISTRATION NO 71-0983630	Subtotal	Tâx 0.00	0.00	TOTAL DUE \$5,000.00

# Stephen Kang, PLLC 1001 Avenida Pico, Sto. 0504, San Clemente, CA 92673 USA

Remit To: Suile C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLYO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	12-6255-KM		
DATE	12-26-12		
DUEDATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
	•		
TERMS:	DUE UPON RECEIPT		

LINE	DESCRIPTION	HRRATE	AMOUNT		
		\$350			
s -	* *	Hour Hour	1	1	
		X	-		
1		7.5	1		
		Hours	ì		
1				- 1	
			!	1	
		1		- [	
		'/		- 1	
j	The second second		;	- 1	
- 1	Approval:	l i	, -	- 1	
[	11-198	ا ا			•
- 1	Employee:	1 1		- 1	4
- 1	14.00	1 8	~	1	
i	Accounting:	1 }		- 1	
- 1		1	TOTAL DUE:	ļ	
1		] [	\$10,822.70		
		Subtotal	Tax		TOTAL DUE \$10,822
CORPORA	ATION - IRS EIN REGISTRATION NO 71-0983630	<u> </u>	0.00	0.00	\$10,024

# Stephen Kang, PLLC 1001 Avenida Pico, Ste. C504, San Clemente, CA 92673 USA

Remit To: Suite C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE		
INVOICE NUMBER	12-345-GHT	
DATE	11-30-13	
DUE DATE	N.A	
ATTORNEY IN CHARGE Stephen Kang, PLLC		
CLIENT NO	346357OK	
<u></u>		
	1	

LINE	DESCRIPTION	HR RATE			
		\$300 per Hour			
			14.5 Hours		
	Weified Verified	,	·		
	Approved by by				•
	Dept. Maye.				
	Requested by Stylot				
COPP	DRATION - IRS EIN REGISTRATION NO71-0983630	Subtotal	Tax 0.00	0.00	TOTAL DUE \$4,350.00

# Stephen Kang, PLLC 1001 Avenida Pico, Ste. C504, San Clemente, GA 92673 USA

Remit To: Sulle C504 1001 Avenida Pico San Clemente, CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER .	12-5467-FG		
DATE	02-03-14		
DUE DATE	N.A.		
ATTORNEY IN CHARGE	Stephen Kang, PLLC		
CLIENT NO	346357OK		
	· ·		

LINE	DESCRIPTION	HR RATE	AMOUNT		
	<b>Y</b>	\$300 per Hour x 12.5	\$3,750.00		
	- Retainer Recurring Billing  Verified by				•
	Dept. Mgr.				TOTAL DUE
CORP	DRATION - IRS EIN REGISTRATION NO 71-0983630	Sublotal	Tax 0.00.	0.00	\$3,750.

# Stephen Kang, PLLC 1001 Avenida Pico, 8to. C604, Barr Clomonte, CA 92873 USA

Remit To: Suite C504 1001 Avenida Pico San Clamente, CA 92073 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILL TO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE			
INVOICE NUMBER	N.A.		
DATE 05-31-14 DUE DATE N.A.			
CLIENT NO	346357OK		

LINE	DESCRIPTION	RATE	J.,	THUOMA	
,-			\$5,000 Closi	ng Costs	
			\$17,900.00	% FEES	
1				•	ļ
	•				
	•				1
1	•				
		Subtobsi	Tex	<del></del>	TOTAL DUE

# Stephen Kang, PLLC 1001 Avenida Pico, Ste. C504, San Clemente, CA 92673 USA

Remit To: Suite C504 1001 Avenida Pico San Clemente,CA 92673 U.S.A.

SEE INTERNATIONAL WIRING INSTRUCTIONS BELOW

BILLTO: ATTN: Ottogi America, Inc. 1650 W. El Segundo Blvd. Gardena, CA 90249

ORIGINAL INVOICE				
INVOICE NUMBER	54-1256-RT			
DATE	06-04-14			
DUE DATE	N.A.			
ATTORNEY IN CHARGE	Stephen Kang, PLLC			
CLIENT NO	346357OK			
<del></del>				
	<del></del>			
	]			
	1			

LINE	DESCRIPTION	HR RATE	THUOMA		
		\$300 per Hour X	\$5,700.00		,
		19 HRS			
<b>3</b> **			·		
	-				
	IRS EIN REGISTRATION NO 71-09836	Subtotal	Tax 0.00	0.00	TOTAL DUE

		Verified
Approved by	Juny	by
		1
Dept. Mgr.	16900	<u> </u>
		1
Requested by	27/	

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 1 of 26 Page ID #:222 1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE CENTRAL DISTRICT OF CALIFORNIA 10 January 2015 Grand Jury UNITED STATES OF AMERICA, 11 CR No. 15-478(A)-GW 12 Plaintiff, 13 STEPHEN YOUNG KANG. [18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 1957; Engaging in 15 Defendant. Monetary Transactions in Property Derived from Specified Unlawful 16 Activity; 18 U.S.C. § 1028A(a)(1): Aggravated Identity Theft; 26 17 U.S.C. § 7201: Tax Evasion; 18 U.S.C. §§ 981(a)(1)(C) and 982, 28 18 U.S.C. § 2461(c), and 26 U.S.C. § 7301: Criminal Forfeiture] 19 20 The Grand Jury charges: 21 COUNTS ONE THROUGH TWENTY-TWO 22 [18 U.S.C. § 1343] 23 INTRODUCTORY ALLEGATIONS 24 At all times relevant to this Indictment: 25 Defendant STEPHEN YOUNG KANG ("defendant KANG") 26 resided in Newport Beach, California, in Orange County, within the 27 Central District of California. 28

Ex.17

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 2 of 26 Page ID #:223 Defendant KANG was an attorney licensed to practice 1 b. 2 law in the State of California and the State of Texas. C. Defendant KANG exercised control over the following 4 bank accounts: 5 i. Wells Fargo Bank Account Number xxxxxx6600 in the name of Stephen Kang, Attorney at Law ("Kang Account 6600"); 6 7 ii. Wells Fargo Bank Account Number xxxxxx8639 in the name of Gulf Technologies, Inc. ("Gulf Account 8639"); and 8 9 iii. Amegy Bank Account Number xxx2567 in the name of SGK Holdings Inc. ("SGK Account 2567"). 10 11 đ. Prosperity Bank Account Number xxxxxx3161 was an Interest on Lawyer's Trust Account ("IOLTA") located in Texas in the 12 13 name of TEXAS ACCESS TO JUSTICE FDN and associated with the law office of N.H. (the "Prosperity Trust Account 3161"). 14 e. C.K. and S.K. were a married couple who resided in 15 16 Laguna Woods, California. 17 f. G.F. was an individual who worked in Laguna Hills, California. 18 19 M.B. was an individual who resided in Sugar Land, 20 Texas. 21 h. J.S. was an individual who resided in Irvine, 22 California. 23 Ottogi America, Inc. ("Ottogi") was a California 24 corporation, with its principal place of business in Gardena, 25 California. 26 To obtain an EB-5 immigration visa, an individual must j. invest \$1,000,000 in a commercial enterprise in the United States (or 27 \$500,000 in a targeted high unemployment or rural area) that would 28

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 3 of 26 Page ID #:224

create or preserve ten permanent full-time jobs for qualified United States workers.

#### B. THE SCHEME TO DEFRAUD

б

2. Beginning as early as in or about June 2010, and continuing through in or about at least September 2015, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud clients to whom defendant KANG had agreed to provide legal or investment services, including, but not limited to, C.K., S.K., G.F., Ottogi, M.B., and J.S., as to material matters, and to obtain money and property from such victims by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

## C. THE MANNER AND MEANS OF THE SCHEME TO DEFRAUD

- 3. The scheme to defraud operated, in substance, in the following manner:
- a. In or about July 2011, defendant KANG agreed to provide legal and investment services to C.K. and S.K. in connection with the filing of an EB-5 immigration visa application. Defendant KANG represented to C.K. and S.K. that he would assist with the EB-5 visa process and invest C.K. and S.K.'s money in a manner that would facilitate the filing of the EB-5 visa application.
- b. In reliance on defendant KANG's representation that he would invest C.K. and S.K.'s money in manner that would facilitate the EB-5 visa process and in accordance with defendant KANG's instructions, between in or about July 2011 and in or about December

2011, C.K. and S.K. wired a total of approximately \$1,015,000 to SGK Account 2567.

- and S.K.'s money in a manner that would facilitate the filing of C.K. and S.K.'s EB-5 visa application. Instead, defendant KANG used all or part of C.K. and S.K.'s money for his own personal and business expenses, and to pay other individuals who had invested money with defendant KANG, including G.F. Defendant KANG also transferred portions of C.K. and S.K.'s money to bank accounts held in the name of defendant KANG's wife.
- d. To conceal the fact that he had diverted C.K. and S.K.'s investment for his own purposes and to pay other individuals who invested money with defendant KANG, when C.K. and S.K. demanded a return of their investment funds, defendant KANG used money he received from other clients, including Ottogi and G.F., to repay a portion of C.K. and S.K.'s investment.
- e. Starting as early as August 2011 and continuing through at least August 2013, defendant KANG represented to G.F. that payments G.F. had received from SGK Account 2567 were purportedly income from a prior investment G.F. made with defendant Kang.
- f. In truth and in fact, defendant KANG used money that he obtained from other clients, including C.K., S.K., and Ottogi, to make some or all of these investment payments to G.F.
- g. In or about June 2013, defendant KANG represented that he would facilitate for G.F. an additional \$200,000 investment in SGK Holdings, Inc. Defendant KANG instructed G.F. to transfer approximately \$200,000 to Kang Account 6600 and falsely represented to G.F. that Kang Account 6600 was an attorney trust account.

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 5 of 26 Page ID #:226

- h. In reliance on defendant KANG's representation regarding the additional \$200,000 investment and defendant KANG's false representations regarding the source of the prior payments to G.F. in connection with G.F.'s previous investments, between on or about June 26, 2013, and on or about July 8, 2013, G.F. transferred approximately \$200,000 to SGK Account 2567 from G.F.'s personal and business accounts. Defendant KANG also caused G.F. to be provided with a false "Asset Purchase Agreement," which stated that G.F. had purchased a \$200,000 investment in SGK Holdings, Inc. from the "Moses L. Butt Living Trust" and that \$200,000 had been transferred to the "Moses L. Butt Living Trust" from Kang Account 6600 on or about July 10, 2013.
- i. In truth and in fact, G.F.'s money was neither invested in SGK Holdings, Inc. nor transferred to the "Moses L. Butt Living Trust" from Kang Account 6600. Instead, defendant KANG used all or part of G.F.'s \$200,000 for his own personal or business expenses, and to pay other individuals who had invested money with defendant KANG, including, but not limited to, a payment of approximately \$60,000 to C.K. and S.K. on or about June 28, 2013.
- j. Starting as early as October 2012 and continuing through at least October 2014, defendant KANG agreed to act as Ottogi's legal representative in connection with, among other things, the purchase of certain real estate lots (the "target lots") in Gardena, California on Ottogi's behalf. To facilitate defendant KANG's legal representation of Ottogi, defendant KANG caused Ottogi executives to execute power of attorney agreements, which provided defendant KANG and N.H. (an attorney in Houston, Texas) with

2

3

5

б

8

9

10

11

12

13

14

15

16

17

1.8

19

20

21

22

23

24

25

27

28

authority to use Ottogi funds in connection with the purchase of the target lots on Ottogi's behalf.

- k. In reliance on defendant KANG's representations to Ottogi and in accordance with the terms of the power of attorney agreements that defendant KANG caused Ottogi's executives to execute, between October 2012 and March 2014, Ottogi wired a total of approximately \$3.7 million from Ottogi's bank accounts at Shinhan Bank America into Prosperity Trust Account 3161, which was associated with the law office of N.H. Based on defendant KANG's representations, Ottogi believed that the funds transferred to Prosperity Trust Account 3161 would be used for the purchase of the target lots on Ottogi's behalf.
- In truth and in fact, defendant KANG did not use the money that Ottogi transferred into Prosperity Trust Account 3161 to purchase the target lots on Ottogi's behalf and did not purchase the target lots on Ottogi's behalf. Instead, after Ottogi wired money into Prosperity Trust Account 3161, defendant KANG caused the vast majority of Ottogi's money to be transferred from Prosperity Trust Account 3161 to other bank accounts that defendant KANG controlled. Defendant KANG then used all or part of the Ottogi money that was diverted into the accounts that he controlled for his own personal and business expenses, and to pay other individuals who had invested money with defendant KANG, including C.K., S.K., and G.F., and transferred portions of Ottogi's money to bank accounts held in the name of defendant KANG's wife. Defendant KANG also caused Ottogi funds to be directly transferred from Prosperity Trust Account 3161 to C.K. to repay a portion of the EB-5 visa-related investment money C.K. and S.K. provided to defendant KANG.

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 7 of 26 Page ID #:228

- m. To conceal and further the scheme to defraud Ottogi, defendant KANG presented fabricated, forged, or falsified documents to Ottogi, Ottogi executives, and other individuals, representing that he was in the process of purchasing or had already purchased the target lots.
- n. In or about August 2013, defendant KANG agreed to assist Ottogi in establishing a trust account at Amegy Bank in Houston, Texas, to deposit additional Ottogi funds. Defendant KANG then represented to Ottogi that an account at Amegy Bank had been established on Ottogi's behalf and that Ottogi's executives were signatories on the account. Defendant KANG also provided Ottogi with instructions for wiring Ottogi's funds into the purported Ottogi trust account at Amegy Bank. In reliance on defendant KANG's representations, Ottogi transferred approximately \$420,000 to the purported Ottogi trust account at Amegy Bank. Between in or about August 2013 and in or about June 2014, defendant KANG caused fabricated, forged, or false documents to be presented to Ottogi indicating that there was a \$420,000 balance in an account at Amegy Bank in the name of "Ottogi Care of SK Holdings."
- o. In truth and in fact, a trust account for Ottogi was never established at Amegy Bank. Instead, defendant KANG had provided Ottogi with the account information and wire transfer information for SGK Account 2567. Defendant KANG then used the money that Ottogi transferred to SGK Account 2567 for his own personal and business expenses, and to pay other individuals who had invested money with defendant KANG, including G.F.
- p. In or about April 2013, defendant KANG agreed to invest approximately \$500,000 of M.B.'s money in a corporation

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 8 of 26 Page ID #:229

purportedly called Pegasus Capital Ltd., L.L.C. ("Pegasus").

Defendant KANG instructed M.B. to transfer the money to Kang Account 6600 and falsely represented to M.B. that Kang Account 6600 was a trust account. In reliance on defendant KANG's representations, on or about April 30, 2013, M.B. transferred approximately \$500,000 to Kang Account 6600.

- q. In truth and in fact, defendant KANG did not invest M.B.'s money in Pegasus. Instead, defendant KANG used all or part of M.B.'s money for his own personal or business expenses, and transferred portions of M.B.'s money from Kang Account 6600 to other individuals, including defendant KANG's wife, without M.B.'s authorization.
- r. When M.B. requested that defendant KANG return the approximately \$500,000 investment to M.B., defendant KANG repeatedly represented that he would repay the money M.B. invested and, in or about June 2015, provided M.B. with a payment of \$15,000. On or about September 3, 2015, in connection with the repayment of the remaining portion of M.B.'s approximately \$500,000 investment, defendant KANG entered into a signed, written agreement to provide M.B. with a "first priority security interest" in an AAA Life Insurance Company term life insurance policy, number xxxxxx7455 (the "AAA Life Insurance Policy 7455"), purportedly belonging to defendant KANG's estate. Defendant KANG represented to M.B., among other things, that defendant KANG's wife and children would not have any ability to make a claim on AAA Life Insurance Policy 7455.
- s. In truth and in fact, the sole beneficiary for AAA

  Life Insurance Policy 7455 is defendant KANG's wife. Additionally,

  defendant KANG failed to disclose to M.B. that the death benefit for

AAA Life Insurance Policy 7455 was only \$250,000, and that defendant KANG's application for AAA Life Insurance Policy 7455 was first applied for and approved on August 28, 2015. Defendant KANG also failed to disclose to M.B. that on or about August 31, 2015, he caused J.S. to be presented with a similar written agreement signed by defendant KANG, in which defendant KANG would agree to provide J.S. with the same "first priority security interest" in AAA Life Insurance Policy 7455.

- t. Between in or about April 2014 and in or about August 2014, defendant KANG and J.S. agreed that defendant KANG would invest a total of approximately \$345,000 of J.S.'s money in the oil and gas industry. Defendant KANG instructed J.S. to transfer his money to Kang Account 6600 and falsely represented to J.S. that Kang Account 6600 was an attorney trust account. Defendant KANG also represented to J.S. that the money had been invested or would be invested in Gulf Technologies, Inc. In reliance on defendant KANG's representations, between on or about April 25, 2014, and on or about August 7, 2014, J.S. transferred approximately \$345,000 to Kang Account 6600 for defendant KANG to invest on his behalf.
- u. In truth and in fact, defendant KANG did not invest J.S.'s money in Gulf Technologies, Inc. Instead, defendant KANG used all or part of J.S.'s money for his own personal or business expenses, and transferred portions of J.S.'s money from Kang Account 6600 to other individuals without J.S.'s authorization.
- v. To conceal the fact that he had used J.S.'s investment money for his own purposes, when J.S. requested that defendant KANG return J.S.'s investment, defendant KANG continued to falsely represent that J.S.'s money had been invested with Gulf Technologies,

Inc. and promised that he would attempt to get J.S.'s money back for him from Gulf Technologies, Inc.

#### D. THE USE OF THE WIRES

3

5

б

7

4. On or about the following dates, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG, for the purpose of executing the above-described scheme to defraud, transmitted or caused the transmission of the following items by means of wire communication in interstate and foreign commerce:

		<del>,</del>	
10	COUNT	DATE	ACT
ll	ONE	7/28/2011	Wire transfer of approximately \$30,000 from
12			the Shinhan Bank America account of C.K. held in Orange County, California, to SGK Account 2567 held in Houston, Texas
13	TWO	10/26/2012	Wire transfer of approximately \$350,000
14			from the Shinhan Bank America account of Ottogi held in Los Angeles, California, to
15			Prosperity Trust Account 3161 held in Houston, Texas
16	THREE	10/29/2012	Wire transfer of approximately \$255,000 from Prosperity Trust Account 3161 held in Houston, Texas to Gulf Account 8639 held in
17			Orange County, California
18	FOUR	11/2/2012	Wire transfer of approximately \$980,000 from Shinhan Bank America account of Ottogi
19		-	held in Los Angeles, California to Prosperity Trust Account 3161 held in Houston, Texas
20	FIVE	11/5/2012	Wire transfer of approximately \$435,000 from Prosperity Trust Account 3161 held in Houston, Texas, to Gulf Account 8639 held
22	SIX	11/14/2012	in Orange County, California Wire transfer of approximately \$210,000
23		,,	from Prosperity Trust Account 3161 held in Houston, Texas, to Gulf Account 8639 held in Orange County, California
24	SEVEN	11/19/2012	Wire transfer of approximately \$150,000
25			from Prosperity Trust Account 3161 held in Houston, Texas, to Gulf Account 8639 held
26	EIGHT	1/3/2013	in Orange County, California Wire transfer of approximately \$1,010,000
27			from the Shinhan Bank America account of Ottogi held in Los Angeles, California, to
28			Prosperity Account 3161 held in Houston, Texas
- 17			

~ .	Cara 2:15	/ or 00470 CW/ Do	) oursent 40 Filed 10/20/15   Face 11 of 26   Dogs ID #:222		
	Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 11 of 26 Page ID #:232				
-					
	1 NINE	1/4/2013	Wire transfer of approximately \$150,000 from Prosperity Trust Account 3161 held in		
	2		Houston, Texas, to Gulf Account 8639 held in Orange County, California		
	3 TEN	1/11/2013	Wire transfer of approximately \$200,000 from Prosperity Trust Account 3161 held in		
	4		Houston, Texas, to Gulf Account 8639 held in Orange County, California		
	5 ELEVEN	1/28/2013	Wire transfer of approximately \$170,000 from Prosperity Trust Account 3161 held in		
	6		Houston, Texas, to Gulf Account 8639 held in Orange County, California		
	7 TWELVE	2/12/2013	Wire transfer of approximately \$200,000 from Prosperity Trust Account 3161 held in		
			Houston, Texas, to the Shinhan Bank America account of C.K. and S.K. held in Los		
2	THIRTEEN	2/12/2013	Angeles, California		
10		2/12/2013	Wire transfer of approximately \$150,000 from Prosperity Trust Account 3161 held in Houston, Texas, to Gulf Account 8639 held		
11	<b>4</b>		in Orange County, California		
12	FOURTEEN	5/29/2013	Wire transfer of approximately \$406,000 from the Shinhan Bank America Bank account		
13			of Ottogi held in Los Angeles, California, to Prosperity Trust Account 3161 held in		
14	FIFTEEN	5/29/2013	Houston, Texas   Wire transfer of approximately \$100,000		
15		3/23/2013	from the Shinhan Bank America account of Ottogi held in Los Angeles, California, to		
16			Prosperity Trust Account 3161 held in Houston, Texas		
17	SIXTEEN	5/30/2013	Wire transfer of approximately \$500,000 from Prosperity Trust Account 3161 held in		
18			Houston, Texas, to Gulf Account 8639 held in Orange County, California		
19	SEVENTEEN	6/28/2013	Wire transfer of approximately \$60,000 from Kang Account 6600 held in Houston, Texas,		
20			to the Shinhan Bank America account of C.K. held in Orange County, California		
21	EIGHTEEN	8/6/2013	Wire transfer of approximately \$420,000 from the Shinhan Bank America account of		
22			Ottogi held in Los Angeles, California, to SGK Account 2567 held in Houston, Texas		
23	NINETEEN	2/5/2014	Wire transfer of approximately \$300,000 from the Shinhan Bank America account of		
24			Ottogi held in Los Angeles, California, to Prosperity Trust Account 3161 held in		
25	TWENTY	3/11/2014	Houston, Texas Wire transfer of approximately \$570,000		
26			from Shinhan Bank America account of Ottogi held in Los Angeles, California, to		
27			Prosperity Trust Account 3161 held in Houston, Texas		
28					

# Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22777 Page 161 of 195

	1		
TWENTY-ONE	4/25/2014	Wire transfer of approximately \$249,975 from the BBCN Bank account for J.S.'s business held in Los Angeles, California, to Kang Account 6600 held in Houston, Tex Interstate email from defendant KANG at stephenkang@earthlink.net, sent at approximately 9:34 a.m., to M.B. at [m.b.]@yahoo.com	
TWENTY-TWO	9/3/2015		
_			
			•
		d	
		·	
		•	
			•
•			

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 13 of 26 Page ID #:234

#### COUNTS TWENTY-THREE THROUGH TWENTY-FIVE

[18 U.S.C. § 1957]

- 5. The Grand Jury realleges and incorporates by reference paragraphs 1 through 3 of this Indictment as though fully set forth herein.
- 6. On or about the following dates, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG, knowing that the funds involved represented the proceeds of some form of unlawful activity, engaged in the following monetary transactions, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, namely, wire fraud in violation of Title 18, United States Code, Section 1343:

COUNT	DATE	TRANSACTION		
TWENTY-THREE	2/10/2014	Transfer of \$11,800 from Kang Account 6600 by check number 4269, payable to E.M.		
TWENTY-FOUR	3/13/2014	Transfer of \$10,800 from Kang Account 6600 by check number 4297, payable to E.M.		
TWENTY-FIVE	3/14/2014	Transfer of \$15,000 from Kang Account 6600 by check number 4305, payable to M Bar Restaurant		

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 14 of 26 Page ID #:235

#### COUNT TWENTY-SIX

[18 U.S.C. § 1028A(a)(1)]

- 7. The Grand Jury realleges and incorporates by reference paragraphs 1 through 3 of this Indictment as though fully set forth herein.
- 8. On or about November 2, 2013, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG knowingly transferred, possessed, and used, without lawful authority, a means of identification that defendant KANG knew belonged to another person, that is, the name and forged signature of N.H. on a settlement agreement purporting to relate to the purchase of two of the target lots on behalf of Ottogi, during and in relation to wire fraud, a felony violation of Title 18, United States Code, Section 1343, as charged in Counts Two, Four, Eight, and Fourteen of this Indictment.

13-

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 15 of 26 Page ID #:236

#### COUNT TWENTY-SEVEN

### [18 U.S.C. § 1028A(a)(1)]

The Grand Jury realleges and incorporates by reference paragraphs 1 through 3 of this Indictment as though fully set forth

On or about November 4, 2013, in Los Angeles and Orange

Counties, within the Central District of California, and elsewhere,

defendant KANG knowingly transferred, possessed, and used, without

lawful authority, a means of identification that defendant KANG knew

belonged to another person, that is, the name and forged signature of

relation to wire fraud, a felony violation of Title 18, United States

Code, Section 1343, as charged in Count Eighteen of this Indictment.

M.T. on a letter purportedly dated November 1, 2013, regarding the

funds transferred from Ottogi to SGK Account 2567, during and in

herein.

9.

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 16 of 26 Page ID #:237

1

#### COUNT TWENTY-EIGHT

2 3

[26 U.S.C. § 7201]

4

5

forth herein.

6

8

9

10

11 12

13

14

15

17

18

19

20 21

22

23

24

25

26

27 28

11. The Grand Jury realleges and incorporates by reference paragraph 1 of this First Superseding Indictment as though fully set

- 12. During the calendar year 2012 and continuing through on or about April 15, 2013, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG had and received a taxable income of at least approximately \$1,330,000 and upon that taxable income owed to the United States of America an income tax of at least approximately \$446,657. Defendant KANG was required by law, on or before April 15, 2013, to prepare and file an income tax return with the Internal Revenue Service, reporting such taxable income, and to pay such income tax.
- Beginning in or about January 2012, and continuing through on or about April 15, 2013, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG willfully attempted to evade and defeat the assessment and payment of the income tax due and owing by him to the United States of America for calendar year 2012 by failing to file an income tax return on or before April 15, 2013, as required by law, to any proper officer of the Internal Revenue Service; failing to pay the income tax to the Internal Revenue Service; and concealing and attempting to conceal from all proper officers of the United States his true and correct taxable income by committing the following affirmative acts, amongst others:
- Using Prosperity Trust Account 3161, which was associated with the law office of N.H., to receive money defendant

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 17 of 26 Page ID #:238

KANG obtained from his client, Ottogi, in order to make it appear that this money would be used on Ottogi's behalf, when, in fact, as defendant KANG knew, it would instead be transferred and used for defendant KANG's own benefit;

- b. Causing the transfer of funds from Prosperity Trust
  Account 3161 to Gulf Account 8639, which was a corporate account, to
  make it appear that the funds would be used on the corporation's
  behalf when, in fact, defendant KANG knew the money would not be used
  for the corporation's benefit and would instead be transferred and
  used for defendant KANG's own benefit; and
- c. Causing the transfer of funds from Gulf Account 8639, to SGK Account 2567, another corporate account, to make it appear that the funds would be used on the corporation's behalf when, in fact, defendant KANG knew the money would not be used for the corporation's benefit and would instead be transferred and used for defendant KANG's own benefit.

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 18 of 26 Page ID #:239

1

#### COUNT TWENTY-NINE

2

#### [26 U.S.C. § 7201]

3 4

14. The Grand Jury realleges and incorporates by reference paragraph 1 of this First Superseding Indictment as though fully set

about April 15, 2014, in Los Angeles and Orange Counties, within the

Central District of California, and elsewhere, defendant KANG had and

received a taxable income of at least approximately \$1,516,000 and

income tax of at least approximately \$571,743. Defendant KANG was

required by law, on or before April 15, 2014, to prepare and file an

income tax return with the Internal Revenue Service, reporting such

on or about April 15, 2014, in Los Angeles and Orange Counties,

KANG willfully attempted to evade and defeat the assessment and

within the Central District of California, and elsewhere, defendant

payment of the income tax due and owing by him to the United States

16. Beginning in or about January 2013, and continuing through

taxable income, and to pay such income tax.

upon that taxable income owed to the United States of America an

15. During the calendar year 2013 and continuing through on or

5

forth herein.

6

7

8

9

10

11

12

13

15

16 17

18

19 20

21

22

23

24

25

26

27

28

of America for calendar year 2013 by failing to file an income tax return on or before April 15, 2014, as required by law, to any proper

officer of the Internal Revenue Service; failing to pay the income tax to the Internal Revenue Service; and concealing and attempting to

conceal from all proper officers of the United States his true and

correct taxable income by committing the following affirmative acts, amongst others:

Using Prosperity Trust Account 3161, which was associated with the law office of N.H., to receive money defendant

KANG obtained from his client, Ottogi, in order to make it appear that this money would be used on Ottogi's behalf, when, in fact, as defendant KANG knew, it would instead be transferred and used for defendant KANG's own benefit;

- b. Using SGK Account 2567, which was a corporate account, to receive money defendant KANG obtained from his client, Ottogi, in order to make it appear that this money would be used for Ottogi's benefit, when, in fact, as defendant KANG knew, it would instead be transferred and used for defendant KANG's own benefit;
- C. Causing the transfer of funds from Prosperity Trust
  Account 3161 to Gulf Account 8639, which was a corporate account, to
  make it appear that the funds would be used on the corporation's
  behalf when, in fact, defendant KANG knew the money would not be used
  for the corporation's benefit and would instead be transferred and
  used for defendant KANG's own benefit; and
- d. Causing the transfer of funds from Gulf Account 8639, to SGK Account 2567, another corporate account, to make it appear that the funds would be used on the corporation's behalf when, in fact, defendant KANG knew the money would not be used for the corporation's benefit and would instead be transferred and used for defendant KANG's own benefit.

#### COUNT THIRTY

[26 U.S.C. § 7201]

19 Du

7.

17. The Grand Jury realleges and incorporates by reference paragraph 1 of this First Superseding Indictment as though fully set forth herein.

- about April 15, 2015, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG had and received a taxable income of at least approximately \$609,100 and upon that taxable income owed to the United States of America an income tax of at least approximately \$212,125. Defendant KANG was required by law, on or before April 15, 2015, to prepare and file an income tax return with the Internal Revenue Service, reporting such taxable income, and to pay such income tax.
- 19. Beginning in or about January 2014, and continuing through on or about April 15, 2015, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant KANG willfully attempted to evade and defeat the assessment and payment of the income tax due and owing by him to the United States of America for calendar year 2014 by failing to file an income tax return on or before April 15, 2015, as required by law, to any proper officer of the Internal Revenue Service; failing to pay the income tax to the Internal Revenue Service; and concealing and attempting to conceal from all proper officers of the United States his true and correct taxable income by committing the following affirmative acts, amongst others:
- a. Using Prosperity Trust Account 3161, which was associated with the law office of N.H., to receive money defendant

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 21 of 26 Page ID #:242

KANG obtained from his client, Ottogi, in order to make it appear that this money would be used on Ottogi's behalf, when, in fact, as defendant KANG knew, it would instead be transferred and used for defendant KANG's own benefit.

#### FORFEITURE ALLEGATION ONE

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

- 1. Pursuant to Title 18, United States Code, Section

  981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Rule

  32.2(a), Fed. R. Crim. P., if defendant STEPHEN YOUNG KANG

  ("defendant KANG") is convicted of any of the offenses set forth in

  Counts One through Twenty-Two of this First Superseding Indictment,

  he shall forfeit to the United States the following property:
- a. All right, title and interest in any and all property, real or personal, constituting, or derived from, any proceeds obtained, directly or indirectly, as a result of any offense charged in each such Count; and
- b. A sum of money equal to the total value of the property described in subparagraph a.
- 2. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), defendant KANG shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of defendant KANG, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

б

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 23 of 26 Page ID #:244

#### FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982]

- 1. Pursuant to Title 18, United States Code, Section 982, and Rule 32.2(a), Fed. R. Crim. P., if defendant STEPHEN YOUNG KANG ("defendant KANG") is convicted of any of the offenses set forth in Counts Twenty-Three through Twenty-Five of this First Superseding Indictment, he shall forfeit to the United States the following property:
- a. Any property, real or personal, involved in such offense, and any property traceable to such property.
- 2. Pursuant to Title 21, United States Code, Section 853(p) and Title 18, United States Code, Section 982(b)(2), the defendant shall forfeit substitute property, if, by any act or omission of the defendant, the property described in paragraph 1, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to, or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property that cannot be divided without difficulty. Substitution of assets shall not be ordered, however, where defendant acted merely as an intermediary who handled but did not retain the property in the course of the money laundering offense unless the defendant, in committing the offense or offenses giving rise to the forfeiture, conducted three or more separate transactions involving a total of \$100,000.00 or more in any twelve month period.

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 24 of 26 Page ID #:245

# 1

#### FORFEITURE ALLEGATION THREE

2 3

[26 U.S.C. § 7301 and 28 U.S.C. § 2461(c)]

4 5

6

7 8

9

10

11

13

14 15

16

17

18

19 20

21

22

23

24

25

26

27

28

Pursuant to Title 26, United States Code, Section 7301, Title 28, United States Code, Section 2461(c), and Rule 32.2(a), Fed. R. Crim. P., if defendant STEPHEN YOUNG KANG ("defendant KANG") is convicted of any of the offenses set forth in Counts Twenty-Eight through Thirty of this First Superseding Indictment, he shall forfeit

Any property sold or removed by defendant KANG in fraud of the internal revenue laws, or with design to avoid payment of such tax, or which was removed, deposited, or concealed, with intent to defraud the United States of such tax or any part thereof.

to the United States the following property:

- All property manufactured into property of a kind subject to tax for the purpose of selling such taxable property in fraud of the internal revenue laws, or with design to evade the payment of such tax.
- All property whatsoever, in the place or building, or any yard or enclosure, where the property described in subsection (a) or (b) is found, or which is intended to be used in the making of property described in subsection (a), with intent to defraud the United States of tax or any part thereof, on the property described in subsection (a).
- d. All property used as a container for, or which shall have contained, property described in subsection (a) or (b).
- e. Any property (including aircraft, vehicles, vessels, or draft animals) used to transport or for the deposit or concealment of property described in subsection (a) or (b), or any property used to transport or for the deposit or concealment of property which is

intended to be used in the making or packaging of property described in subsection (a).

2. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), defendant KANG shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of defendant KANG, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in

///

15 ///

# Case 3:13-cv-04115-WHO Document 665-1 Filed 12/22717 Page 175 of 195

Case 2:15-cr-00478-GW Document 46 Filed 10/20/15 Page 26 of 26 Page ID #:247 value; or (e) has been commingled with other property that cannot be 1 2 divided without difficulty. 3 A TRUE BILL 4 5 Foreperson 6 EILEEN M. DECKER 7 United States Attorney 8 LAWRENCE S. MIDDLETON Assistant United States Attorney 9 Chief, Criminal Division 10 11 SCOTT M. GARRINGER 12 Assistant United States Attorney Deputy Chief, Criminal Division 13 RUTH C. PINKEL 14 Assistant United States Attorney Chief, General Crimes Section 15 WILLIAM CROWFOOT 16 Assistant United States Attorney Acting Deputy Chief, General 17 Crimes Section 18 JULIAN L. ANDRÉ ANIL J. ANTONY 19 Assistant United States Attorneys General Crimes Section 20 21 22 23 24 25 26 27 28

#### PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 15260 Ventura Boulevard, Suite 920, Sherman Oaks, CA 91403.

On March 14, 2016, I served the document described as FIRST AMENDED CROSS-COMPLAINT AGAINST STEPHEN YOUNG KANG; STEPHEN Y. KANG, P.L.L.C.; STEPHEN YOUNG KANG, PLLC; LAW OFFICES OF STEVEN KANG PC; SK HOLDINGS; SK HOLDING, LLC; GULF ENERGY TECHNOLOGIES, INC.; GULF TECHNOLOGIES, INC.; GULF TECHNOLOGIES, INC.; GULF TECHNOLOGY DKT, LTD.; OTTOGI AMERICA, INC.; SEUNG YUB LEE; KANGSIK HONG; CHOON JA KIM FOR (1) INDEMNIFICATION; (2) BREACH OF CONTRACT; (3) INDEMNITY AND CONTRIBUTION; (4) DECLARATORY RELIEF; (5) FRAUD; (6) CONVERSION; (7) MONEY HAD AND RECEIVED; (8) NEGLIGENCE; (9) IDENTITY THEFT; AND (10 NEGLIGENT MISREPRESENTATION upon the interested parties in this action in sealed envelopes addressed as follows:

### SEE ATTACHED SERVICE LIST

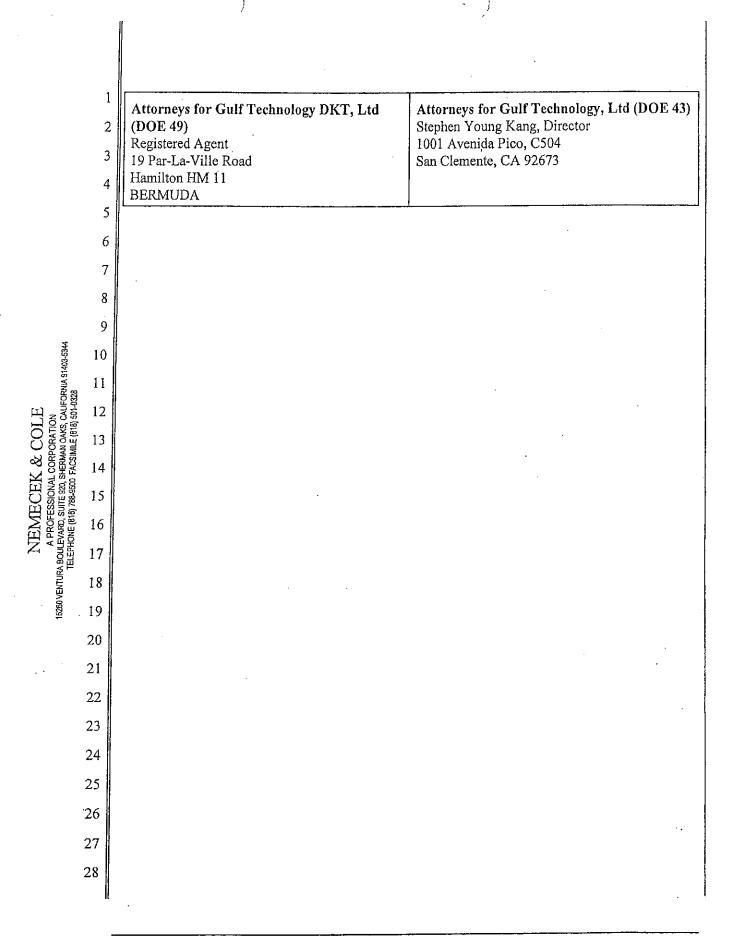
(By Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Sherman Oaks, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing contained in affidavit.

Executed on March 14, 2016, at Sherman Oaks, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

MICHELLE SHAPIRO

	1	SERVICE LIST					
C&COLE CORPORATION HERMAN OAKS, CALIFORNIA 91403-5344 FACSIMILE (\$15), 501-0328	2	Attorneys for Plaintiff Ottogi America, Inc./ Cross-Defendants Kang Hoon Lee	Attorneys for Defendants Stephen Young Kang, Stephen Kang PLLC, and Stephen				
	3	(erroneously named Gang Hoon Lee) and Young Joon Ham	Young Kang PLLC; James W. Spertus				
	4	Hayward J. Kaiser	Ezra D. Landes				
	5	Elaine K. Kim Andrew C. Spitser	Spertus, Landes & Umhofer, LLP 1990 S. Bundy Drive, Suite 705				
	.6	Mitchell Silberberg & Knupp LLP	Los Angeles, CA 90025				
	7	11377 West Olympic Boulevard Los Angeles, CA 90064-1683	Tel: (310) 826-4700 ezra@spertuslaw.com; jim@spertuslaw.com;				
	8	Tel: (310) 312-2000/ Fax: (310) 312-3100 hjk@msk.com; ekk@msk.com; acs@msk.com	diane@spertuslaw.com				
	9	MARGITISK.COM, CRAIGHTSK.COM, acsignisk.com					
	10	Attorney for Cross-Defendant Kangsik Hong	Attorneys for Defendants Nomaan K.				
	11	Jong Pil Pak, Esq. Law Offices of J.P. Pak	Husain, Nomaan K. Husain, P.C., and Young & Husain, PLLC;				
	12	3600 Wilshire Blvd., Suite 720	Gayle I. Jenkins				
CORAT PORAT AN OAK!	13	Los Angeles, CA 90010 Tel: (213) 736-5303	Winston & Strawn LLP 333 South Grand Avenue, 38th Floor				
K & SK SK SK SK SK SK SK SK SK SK SK SK SK	14	loojpp@yahoo.com	Los Angeles, CA 90071-1543 Tel: (213) 615-1750				
SCE.	15		Gjenkins@winston.com				
NEMECEK & COLE A PROFESSIONAL CORPORATION JLEVARD, SUITE 920, SHERMAN OAKS, CAL PHONE (818) 788-9500 FACSIMILE (818) 501-	16						
NEMECEK & COLJ A PROFESSIONAL CORPORATION 15280 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CA TELEPHONE (819) 788-9500 FACSIMILE (819) 50	17	Attorneys for Defendant GEORGE DOREMUS	Attorneys for Cross-Defendant Seung Yub Lee				
ENTURA	18	Marc S. Williams	Pio S. Kim, Esq.				
15260 V	19	Dordi Williams Cohen, LLP 724 South Spring Street, Suite 903	LIM, RUGER & KIM, LLP 1055 West Seventh Street, Suite 2800				
	20	Los Angeles, CA 90014 Tel: (213) 232-5162 /Fax: (213) 232-5167	Los Angeles, CA 90017 Tel: (213) 955-9500				
,	21	mwilliams@dordiwilliamscohen.com	Pio.Kim@limruger.com				
	22						
	23	Mr. Souk Ghee Kim Ms. Choon Ja Kim	Todd Goetz, In Pro Per 6475 East Pacific Coast Highway, #264				
	24	189 Avenida Majorca, #D	Long Beach, CA 90803				
	25	Laguna Woods, CA 92637	Tel: (562) 209-0106 sosongeul@gmail.com				
	26						
	27	Attorneys for Gulf Energy Technologies, Inc. (DOE 41)	Attorneys for Gulf Technologies, Inc. (DOE 42)				
		Registered Agent George Doremus	Registered Agent George Doremus				
•	28	13326 Brantonwood Houston, Texas 77077	1930 Village Center Cir. Ste.3 Las Vegas, Nevada 89107				
	"[	Tiousion, Texas 17011	Liab Togas, Hovada 07107				



### PROOF OF SERVICE

### STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 15260 Ventura Boulevard, Suite 920, Sherman Oaks, CA 91403.

On July 18, 2016, I served the document described as SECOND AMENDED CROSS-COMPLAINT AGAINST STEPHEN YOUNG KANG; STEPHEN Y. KANG, P.L.L.C.; STEPHEN YOUNG KANG, PLLC; LAW OFFICES OF STEVEN KANG PC; SK HOLDINGS; SK HOLDING, LLC; GULF ENERGY TECHNOLOGIES, INC.; GULF TECHNOLOGIES, INC.; GULF TECHNOLOGIES, LTD.; GULF TECHNOLOGY DKT, LTD.; OTTOGI AMERICA, INC.; SEUNG YUB LEE; KANGSIK HONG; CHOON JA KIM FOR (1) INDEMNIFICATION; (2) BREACH OF CONTRACT; (3) INDEMNITY AND CONTRIBUTION; (4) DECLARATORY RELIEF; (5) FRAUD; (6) CONVERSION; (7) MONEY HAD AND RECEIVED; (8) IDENTITY THEFT; AND (9) NEGLIGENT MISREPRESENTATION upon the interested parties in this action in sealed envelopes addressed as follows:

## SEE ATTACHED SERVICE LIST

(By Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Sherman Oaks, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing contained in affidavit.

(By Overnight Delivery) I deposited this document in the box or other facility located at 15260 Ventura Blvd., Suite 920, Sherman Oaks, CA 91403 regularly maintained by GSO Overnight, in an envelope designated by GSO Overnight, with delivery fees paid or provided for, addressed to the persons on whom it is to be served, for guaranteed next day

(By Facsimile Transmission) I caused the foregoing document to be served by facsimile transmission to each of the interested parties at the facsimile machine telecopy number shown above.

(By Personal Service) I delivered such envelope by hand to the offices of the addressee. (By Electronic Service - to individual persons) By electronically transmitting the document(s) listed above to the e-mail address(es) of the person(s) set forth on the attached service list from the e-mail address dgonzales@nemecek-cole.com. To my knowledge, the transmission was reported as complete and without error. See, California Rules of Court, Rule 2.251.

Executed on July 18, 2016, at Sherman Oaks, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct,

MICHELLE SHAPIRO

1

3

4

5

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

X

## SERVICE LIST

2		
3 4 5	Attorneys for Plaintiff Ottogi America, Inc./ Cross-Defendants Kang Hoon Lee (erroneously named Gang Hoon Lee) and Young Joon Ham Hayward J. Kaiser Elaine K. Kim	Stephen Young Kang, In Pro Per 1001 Avenida Pico, #C504 San Clemente, CA 92673 Tel: (949) 292-9371 stephenyoungkang@earthlink.net
6 7 8	Andrew C. Spitser  Mitchell Silberberg & Knupp LLP  11377 West Olympic Boulevard  Los Angeles, CA 90064-1683  Tel: (310) 312-2000/ Fax: (310) 312-3100  hjk@msk.com; ekk@msk.com; acs@msk.com	*LEGAL MAIL* Stephen Kang Inmate Register 69430-112 Taft Correctional Institution 1500 Cedar Road Taft, CA 93268
9 10 11 12	Attorney for Cross-Defendant Kangsik Hong Jong Pil Pak, Esq. Law Offices of J.P. Pak 3600 Wilshire Blvd., Suite 720 Los Angeles, CA 90010 Tel: (213) 736-5100 / Fax: (213) 736-5303 loojpp@yahoo.com	Attorneys for Defendants Nomaan K. Husain, Nomaan K. Husain, P.C., and Young & Husain, PLLC; Gayle I. Jenkins Winston & Strawn LLP 333 South Grand Avenue, 38th Floor Los Angeles, CA 90071-1543 Tel: (213) 615-1700 / Fax: (213) 615-1750 Gjenkins@winston.com
.5 .6 7	Attorneys for Defendants and Cross-Complainants, Choon Ja Kim and Souk Ghee Kim Edward J. Chong, Esq. Law Offices of Edward J. Chong & Assoc., Inc. 3325 Wilshire Blvd., Suite 1250 Los Angeles, CA 90010 Tel: (213) 386-1990 / Fax: (213) 386-1800	Attorneys for Cross-Defendant Seung Yub Lee Pio S. Kim, Esq. LIM, RUGER & KIM, LLP 1055 West Seventh Street, Suite 2800 Los Angeles, CA 90017 Tel: (213) 955-9500 / Fax: (213) 955-9511 Pio.Kim@limruger.com
9 0 1 2	Attorneys for Defendant GEORGE DOREMUS Marc S. Williams Dordi Williams Cohen, LLP 724 South Spring Street, Suite 903 Los Angeles, CA 90014 Tel: (213) 232-5162 /Fax: (213) 232-5167 mwilliams@dordiwilliamscohen.com	Attorneys for Gulf Technologies, Inc. Registered Agent George Doremus 1930 Village Center Cir. Ste.3 Las Vegas, Nevada 89107
3 4 5	Attorneys for Gulf Energy Technologies, Inc. Registered Agent George Doremus 13326 Brantonwood Houston, Texas 77077	Attorneys for Gulf Technology, LTD Stephen Young Kang, Director 1001 Avenida Pico, C504 San Clemente, CA 92673
5	Attorneys for Gulf Technology DKT, LTD Registered Agent 19 Par-La-Ville Road	

## EXHIBIT H

	Page 1
1	
2	UNITED STATES DISTRICT COURT
	NORTHERN DISTRICT OF CALIFORNIA
3	SAN FRANCISCO DIVISION
4	Case No. 3:13-cv-04115-WHO
5	IN RE KOREAN RAMEN ANTITRUST
	LITIGATION
6	
7	THIS DOCUMENT RELATES TO
	ALL ACTIONS
8	
9	
	April 5, 2016
10	10:53 a.m.
11	
12	**** HIGHLY CONFIDENTIAL ****
13	**** ATTORNEYS' EYES ONLY ****
14	
15	
16	Videotaped deposition of
17	SE CHANG LEE, taken by Plaintiffs,
18	pursuant to Notice, held at the offices of
19	Yoon & Yang LLC, ASEM Tower, 517
20	Yeongdong-daero, Gangnam-Gu, Seoul, Korea,
21	before Sharon Lengel, a Registered
22	Professional Reporter, Certified Realtime
23	Reporter, and Notary Public.
24	
25	

	Page 5
1	
2	Dunn & Crutcher for Ottogi Corporation
3	Limited and Ottogi America, Inc.
4	MS. LEE: Hyeayoung Lee,
5	in-house counsel of Ottogi Corporation
6	Limited.
7	THE INTERPRETER: Albert Kim,
8	interpreter.
9	THE VIDEOGRAPHER: Thank you.
10	The court reporter will swear in
11	the interpreter and the witness.
12	ALBERT KIM,
13	the interpreter, having first
L <b>4</b>	been duly sworn by Sharon Lengel,
15	the Notary Public, interpreted
16	the testimony as follows:
17	SE CHANG LEE,
18	having first been duly sworn by
19	Sharon Lengel, the Notary Public,
2 0	was examined and testified as
21	follows:
2 2	MR. KINDALL: Before we get
23	underway, does Counsel have a
2 4	statement regarding the
2 5	confidentiality of the transcript and

Page 13 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 There are a number of ways that it's 3 referred to. So I will hopefully be able to get this clarified. 4 5 Do you know whether Ottogi Korea 6 has an email server that is centralized 7 and can be accessed by its employees 8 regardless of what computer terminal they 9 are using? 10 Α. Yes. The company does. 11 Who in the company is 0. Okay. 12 responsible for maintaining the Ottogi 13 email server? 14 So presently, the management 15 improvement team is responsible for that. 16 Okay. Do you know whether the 0. 17 Ottogi email server is used by employees 18 of other Ottogi entities besides Ottogi 19 Korea? 20 Α. Yes. 21 0. So employees of Ottogi Ramen, 22 Inc., would use the Ottogi Korea email 23 server; is that right? 24 Α. So there is actually a separate 25 company to which these functions were

	Page 14
1	LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	outsourced in terms of the mail server and
3	such. My understanding is that the
4	they make available the use of the email
5	server to Ottogi Korea as well as Ramen
6	and so forth.
7	Q. What is the name of that
8	separate company that maintains the email
9	server?
10	A. It's called
11	THE INTERPRETER: Let's go
12	with
13	A Poonglim Data Systems.
14	Q. Do you know whether Poonglim
15	Data Systems is an affiliate of Ottogi
16	Korea?
17	MS. YU: Objection.
18	A. Yes.
19	MS. YU: To the extent the
20	question calls for a legal conclusion.
21	But he may answer.
22	A. Yes. It is an affiliate.
23	Q. Okay. And do you know whether
24	the email server that is maintained by
25	Poonglim Data Systems that is used by

	Page 15
1	LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	Ottogi Korea is also used by employees of
3	Ottogi America?
4	MS. YU: Wait. Interpreter, did
5	you say "Ottogi Korea employees" or
6	"Ottogi America employees"?
7	THE INTERPRETER: The
8	interpreter rendered it exactly as is
9	there. Counsel's question involved
10	both.
11	MR. KINDALL: It did.
12	THE INTERPRETER: The import
13	was
L <b>4</b>	MS. YU: Okay. I thought he
15	said "Ottogi Korea" twice. Sorry.
16	THE INTERPRETER: If he did,
17	apologies.
18	MR. KINDALL: Can you just
19	re-ask the question to make sure.
2 0	THE INTERPRETER: He believes he
21	didn't, but not to second-guess
22	Counsel.
23	(The requested portion of the
2 4	record was interpreted to the witness
2 5	by the interpreter.)

	Page 16
1	LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	A. Yes.
3	Q. Are there policies that are
4	strike.
5	Does the management improvement
6	team or its predecessor establish any
7	policies concerning the retention of
8	emails on the email server maintained by
9	Poonglim Data Systems?
10	A. Yes.
11	Q. Do you know whether those
12	policies exist in written form?
13	A. Depending on the, say, issue at
14	hand, some of it could be in written form;
15	some of it could be done in oral fashion.
16	Q. Okay. Are you aware of any
17	compilation of the written policies
18	related to email retention?
19	A. And you're asking this in terms
2 0	of the preservation or retention of
21	emails; right?
22	Q. I am.
23	A. So offhand, I am not sure if I
2 4	can recall anything written, as such. But
25	in terms of the, say say, the

Page 19 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 document, such as an email, should be 3 retained? 4 So in terms of what might be termed "electronic files," I'm talking 5 about files. There is no limitation 6 7 placed, based upon what my understanding 8 When it comes to emails, however, is. 9 there is a one-month limitation for how 10 long you keep those. 11 So are employees required to 12 delete any emails that are older than one 13 month? 14 Α. No. It's not the people 15 themselves who do that. 16 Okay. How does it work? 0. 17 So that is a function of the 18 server itself. So it basically retains 19 emails for a one-month period, after which 20 it, you know, deletes them. 21 Does it delete and then 22 overwrite the storage where they were, or 23 does it simply delete them? 24 Α. And so it gets --25 Strike. THE INTERPRETER:

Page 20 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 The system deletes it, and then, 3 for at least that particular day, we hold on to that information. And then the next 4 5 day, it gets overwritten. 6 If someone received an important 7 email that they thought needed to be 8 preserved, for one reason or another, is 9 there a mechanism that they would have to 10 do that? 11 Well, within the tool itself, Α. 12 there is a way for each individual to 13 basically personally store such things. 14 How much storage space would an 0. 15 individual have, or is that limited? 16 THE INTERPRETER: Did Counsel say "unlimited" or "limited"? 17 18 MR. KINDALL: Limited. 19 THE INTERPRETER: Okay. 20 So individuals store things not Α. 21 on the server but on their own PCs. 22 Q. So if you got an email that you 23 wanted to preserve, you would be able to 24 store it on your PC hard drive; is that 25 right?

Page 21 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 Α. Well, it's not that you store it on your hard drive. Again, by way of the 3 4 tool, you can download it onto your PC and 5 store it that way. 6 Where on your PC would you store 7 it if not on the hard drive? 8 Well, of course, I suppose it Α. 9 would get stored on or in the hard drive 10 of the PC itself. But my point was that 11 this storing onto the PC is not something 12 done at the PC level, but it is done by 13 way of that email tool that you employ. 14 There is such a functionality. 15 Do you know the name of the 16 email program that you're referring to 17 that has that tool? 18 Α. It's IBM Notes. 19 Okay. Do you know where the Q. 20 email server is physically located? 21 The location of the email Α. 22 server. 23 0. Yes. 24 Α. The physical location. 25 What -- you mean how an

	Page 28
1	LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY
2	MR. KINDALL: Sure. Let's take
3	a break.
4	THE VIDEOGRAPHER: We're going
5	off the video. The time is 11:40.
6	(Recess)
7	THE VIDEOGRAPHER: We're back on
8	the video. The time is 11:59.
9	BY MR. KINDALL:
10	Q. Can you tell me when Ottogi
11	instituted the automatic monthly delete
12	system on its email server.
13	A. I recall that as being sometime
14	around March of 2009.
15	Q. What was the policy prior to
16	March of 2009?
17	A. So before that, the email was
18	restricted in terms of the sizes of each
19	individual's boxes.
20	Q. Okay. Were they still
21	maintained on a central server?
22	A. Yes.
23	Q. Okay. So if I understand
24	correctly, on the Ottogi email server,
25	each individual who had been issued an

Page 40 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 understand. Do you mean to ask if I, say, 3 gained access to those individuals' emails? Or what are you asking? 4 5 0. No. No. Prior to that email being sent 6 7 out to employees informing them about the 8 new policy with respect to emails, did you review that email that was sent out? 9 10 Α. Oh. Yes, I did. 11 Did that email indicate in any 0. 12 way that employees should save emails that 13 might be relevant to an investigation 14 that's being conducted by the KFTC? 15 MS. YU: Objection. Assumes 16 facts not in evidence. 17 Well, I personally don't know Α. 18 anything about this KFTC matter. And we 19 just basically pursued things along our 20 schedule. 21 Ο. Right. 22 But do you recall, having 23 reviewed that email that was sent out to 24 all employees concerning the new email 25 system, whether there was any reference in

Page 41 1 LEE - HIGHLY CONFIDENTIAL - ATTYS' EYES ONLY 2 it to the KFTC -- to a KFTC investigation? 3 MS. YU: Same objection. 4 There wasn't anything in it to Α. 5 such effect, not at all. Did the email notification that 6 7 went out to employees give any type of 8 quidance about the sorts of emails that 9 should be -- that they should try to 10 preserve? 11 Α. No. 12 Do you know whether any Q. 13 subgroups of employees might have received 14 additional quidance concerning documents 15 that should be -- or emails that should be 16 preserved when the new system was put into 17 place? 18 No, nothing at all. 19 Is there a policy or Q. Okay. 20 protocol that is followed by Nongshim 21 Korea concerning how to deal with 22 documents that are on an employee's email 23 at the time that they leave the company? 24 MS. YU: Objection. Outside the 25 scope. The witness is not here to

Page 78 1 2 CERTIFICATION 3 I, SHARON LENGEL, a Notary Public for 4 5 and within the State of New York, do 6 hereby certify: 7 That the witness whose testimony as 8 herein set forth, was duly sworn by me; 9 and that the within transcript is a true 10 record of the testimony given by said 11 witness. 12 I further certify that I am not 13 related to any of the parties to this 14 action by blood or marriage, and that I am in no way interested in the outcome of 15 16 this matter. 17 IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of April, 2016. 18 19 Sharon Lengel 20 21 SHARON LENGEL, RPR, CRR 22 23 24 25